



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF: SR-6J

**SPECIAL NOTICE LETTER
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

February 2, 2015

Flexible Foam Products, Inc.
1900 West Lusher Ave.
Elkhart, Indiana 46517

Re: Special Notice Letter for the Lusher Street Groundwater Contamination Site,
Operable Unit 1 Interim Remedy, Elkhart, Elkhart County, Indiana

Dear Sir or Madam:

This letter follows the general notice letter that the U.S. Environmental Protection Agency (EPA) previously sent to you in connection with the Lusher Street Groundwater Contamination Site (the "Site"), located in Elkhart, Indiana. In that letter, U.S. Environmental Protection Agency (EPA) notified you of your potential responsibility under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA or "Superfund"), 42 U.S.C. § 9607(a), for the cleanup of the Site, including all costs incurred by EPA in responding to releases at the Site. EPA is now contacting you in a further attempt to resolve your responsibility at the Site.

This letter serves three basic functions. First, it contains a formal demand for reimbursement of costs that have been incurred, including interest thereon, and that are expected to be incurred, which are subject to interest, in response to the health and environmental concerns at the Site. Second, this letter notifies you that a 60-day period of formal negotiations with the EPA for reimbursement of costs and for performance of remedial action automatically begins with this letter. Third, this letter provides general and site-specific information to assist you in these negotiations.

Background

Based on an extensive review of records related to the release and/or disposal of hazardous substances at the Site, EPA identified you as one of 12 potentially responsible parties (PRPs) that contributed to releases of hazardous substances at the Site. Under the federal Superfund law, you and the other PRPs at the Site are responsible for the costs of cleaning up the Site. EPA has

selected an interim cleanup approach for the Site, which is described in a document called a Record of Decision (ROD) issued by EPA on September 16, 2014 and available at: <http://www.epa.gov/region5/cleanup/lusher/>.

Special Notice and Negotiation Moratorium

EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), may facilitate a settlement between you, other PRPs, and EPA for implementation of the response action. Under Section 122(e), this letter triggers a sixty (60)-day moratorium on certain EPA response activities at the Site. During this 60-day moratorium, EPA will not begin response action at the Site. However, EPA reserves the right to take action at the Site at any time should a significant threat to the human health or the environment arise.

During this 60-day period, you and the other PRPs are invited to participate in formal negotiations with EPA in an effort to reach a settlement to conduct or finance the response action at the Site. The 60-day negotiation period ends on **April 3, 2015**. The 60-day negotiation moratorium will be extended for an additional sixty (60) days if PRPs provide EPA with a “good faith offer” to conduct or finance the response action and reimburse EPA for its costs incurred to date. If EPA determines that your proposal is not a “good faith offer,” you will be notified in writing of EPA’s decision to end the moratorium. If the moratorium is extended for an additional 60 days, negotiations will conclude on **June 2, 2015**. If a settlement is reached between EPA and the PRPs within the 120-day negotiation moratorium, the settlement will be embodied in a Consent Decree for Remedial Design/Remedial Action. When approved by EPA and the U.S. Department of Justice (DOJ), the Consent Decree will then be lodged in federal court, and will be subject to public comments and approval by the Court.

If a “good faith offer” is not received within sixty (60) days, or a timely settlement cannot be reached, EPA may take appropriate action at the Site, which may include either of the following options: (1) EPA may fund the remedial action and pursue a cost recovery claim under 107 of CERCLA against you and/or the other PRPs; or (2) EPA may issue a Unilateral Administrative Order (UAO) to you and/or the other PRPs under Section 106(a) of CERCLA, 42 U.S.C. § 9606, requiring you and/or them to perform the work described in the ROD. If the recipients of a UAO refuse to comply with the UAO, EPA may pursue civil litigation against the recipients to require compliance.

Good Faith Offer

A proposed Consent Decree (Enclosure 2) and Statement of Work (Enclosure 3) are enclosed to assist you and other PRPs in developing a “good faith offer¹.” As indicated, the 60-day negotiation

¹ This draft Consent Decree is not currently binding on EPA and is subject to revision and approval by EPA and DOJ. It is based on the model RD/RA Consent Decree (September 29, 2014), which is available at <http://www2.epa.gov/enforcement/guidance-2014-cercla-rdra-cd-and-sow>

moratorium triggered by this letter is extended for 60 days if the PRPs submit a “good faith offer” to EPA. A “good faith offer” to conduct or finance the remedial action is a written proposal that demonstrates the PRPs’ qualifications and willingness to perform such work and includes the following elements:

- A statement of willingness and financial ability to implement the requirements of the ROD and proposed Consent Decree and Statement of Work, and that provides a sufficient basis for further negotiation;
- A demonstration of technical capability to carry out the remedial action, including identification of the firm(s) that may actually conduct the work or a description of the process that will be undertaken to select the firm(s);
- A detailed statement of work or work plan identifying how you intend to proceed with the remedial action;
- A statement of willingness to reimburse EPA for costs EPA will incur in overseeing your implementation of the remedial action;
- A response to the proposed Consent Decree and Statement of Work. If your offer contemplates modifications to the Consent Decree and Statement of Work, please make revisions or edits to the documents and submit a version showing your proposed modifications as a redline/strikeout version in Microsoft Word;
- A list identifying each party on whose behalf the offer is being made, including name, address, and telephone number of each party; and
- The name, address, and phone number of the party who will represent you in negotiations.

Demand of Reimbursement of Costs

With this letter, EPA demands that you reimburse EPA for its costs incurred to date, and encourages you to voluntarily negotiate a consent decree in which you and other PRPs agree to perform the RD/RA.

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, EPA has already taken certain response actions and incurred certain costs in response to conditions at the Site. These response actions include: provision of groundwater well filters and municipal water hookups, investigation and identification of PRPs, preliminary site investigations and remedial investigation/feasibility study, and development of the interim remedial action. EPA is seeking to recover its response costs at the Site and all the interest authorized to be recovered under Section 107(a) of CERCLA

from you and other PRPs. To date, the approximate total unreimbursed response costs identified through October 31, 2014 for the Site are \$5,781,724.94. Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from you and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a). A summary of these costs is enclosed as Enclosure 4. As indicated above, EPA anticipates expending additional funds for the RD/RA. Whether EPA funds the entire RD/RA, or simply incurs costs by overseeing the parties conducting these response activities, you are potentially liable for these expenditures plus interest.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to you or predecessor companies. Most insurance policies will require that you notify your carrier(s) of a claim against you in a timely manner. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies. Coverage depends on many factors, such as the language of the particular policy and state law.

In the event that you file for protection in a bankruptcy court, you must include EPA as creditor because EPA has a potential claim against you. EPA reserves the right to file a proof of claim or application for Reimbursement of Administrative Expenses.

PRP Steering Committee

To assist PRPs in negotiating with EPA concerning this matter, EPA is enclosing a list of the names and addresses of other PRPs to whom it is sending this Notice (Enclosure 1).

EPA recommends that all PRPs meet to select a steering committee responsible for representing the group's interests. EPA recognizes that the allocation of responsibility among PRPs may be difficult. If PRPs are unable to reach consensus among themselves, we encourage the use of the services of a neutral third party to help allocate responsibility. Third parties are available to facilitate negotiations. At the PRPs' request, EPA will provide a list of experienced third-party mediators or help arrange for a mediator.

Administrative Record

In accordance with Section 113 of CERCLA, 42 U.S.C. § 9613, EPA has established an Administrative Record containing the documents that serve as the basis for EPA's selection of the appropriate response action for the Site. This Administrative Record is located at the EPA Region 5, Superfund Records Center, 7th Floor, 77 West Jackson Blvd, Chicago, IL 60604-3590 and is available to the public for inspection and comment. The Record Center is open Monday – Friday, 8 am – 4 pm. The Administrative Record is also available for inspection and comment at the Elkhart Public Library, Reference Services, 300 S. Second Street, Elkhart, IN 46516. You may wish to review the Administrative Record to assist you in responding to this letter, but your review should not delay such response beyond the 60-day period provided by CERCLA.

PRP Response and EPA Contact Person

You are encouraged to contact EPA by **February 20, 2015** to indicate your willingness to participate in future negotiations concerning this Site. You may respond individually or through a steering committee if such a committee has been formed. If EPA does not receive a timely response, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site and that you have declined any involvement in performing the response activities.

Your response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the remedial action selected for the Site, should be sent to:

U.S. Environmental Protection Agency, Region 5
Syed Quadri, Remedial Project Manager Superfund Division (SR-6J)
77 W. Jackson Blvd, Chicago, Illinois 60604-3590
Quadri.Syed@epa.gov

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final EPA position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by the conditions at the Site, EPA urges that you give immediate attention and prompt response to this letter.

In addition, EPA has notified the Federal Natural Resource Trustee of its intention to perform or enter into negotiations for the performance of response actions at the Site.

Resources and Information for Small Businesses

As you may be aware, the Superfund Small Business Liability Relief and Brownfields Revitalization Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law at <http://www.epa.gov/brownfields/laws/index.htm> and review EPA guidances regarding these exemptions at <http://cfpub.epa.gov/compliance/resources/policies/cleanup/superfund/>.

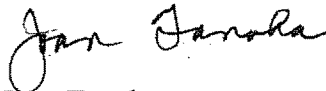
EPA has created a number of helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources on the Agency's website at <http://www.epa.gov>. In addition, information on contacting EPA's Small Business Ombudsman is available at <http://www.epa.gov/sbo>. Finally, EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act (SBREFA), which is enclosed with this letter (Enclosure 5).

If you have any questions regarding the technical aspects of this letter, please contact Syed M. Quadri, Remedial Project Manager, at 312-886-5736, or by e-mail at Quadri.Syed@epa.gov. If you have an attorney handling your legal matters, please direct his or her questions to Thomas

Krueger, Associate Regional Counsel, at 312-886-0562, or by e-mail at Krueger.Thomas@epa.gov.

My staff and I look forward to working with you during the coming months.

Sincerely,



Joan Tanaka
Chief, Remedial Response Branch 1
Superfund Division

Enclosures

1. List of Respondents
2. Proposed RD/RA CD
3. Statement of Work
4. Itemized Cost Summary
5. SBREFA Fact Sheet

cc: John M. Davis, State Natural Resources Trustee
Beth Admire, State Natural Resources Trustee

cc (w/encl): Prabhakar Kasarabada, IDEM
Lisa McCoy, IDEM
Lindy Nelson, Department of Interior
Todd Goeks, NOAA

List of Respondents

Anco Products, Inc.
2500 17th St.
Elkhart, IN 46517-1412
Mike Landes, President

Atlas Chem-Milling
1627 West Lusher Ave.
Elkhart, IN 46517

Atlas Die, LLC
Elkhart Chem-Milling Division
2000 Middlebury St.
Elkhart, IN 46516
Kenneth J. Smott, President

B-D Industries, Inc.
1715 Fieldhouse Ave.
Elkhart, IN 46517

Elkhart Plating
1913 S. 14th Street
P.O. Box 74
Elkhart, IN 46515
George Malcolm, President

Flexible Foam Products, Inc.
1900 West Lusher Ave.
Elkhart, IN 46517

Flexible Foam Products, Inc.
200 East North Street
Spencerville, OH 45887
Rich Whitling, Chief Executive Officer

Gaska Tape Inc.
1810 West Lusher Ave.
Elkhart, IN 46517
Jack Boyd Smith Jr., President

Holland Metal Fab, Inc.
1550 West Lusher Ave.
Elkhart, IN 46517

Sturgis Iron & Metal Co. Inc.
2160 South Centerville Rd.
Sturgis, MI 49091

Sturgis Iron & Metal Co. Inc.
c/o Steel Dynamics, Inc.
6714 Pointe Inverness Way
Fort Wayne, IN 46804
Mark Millett, President

Walerko Tool & Engineering Corp.
1935 West Lusher Ave.
Elkhart, IN 46517
Edward M. Walerko, President

Zurn Pex, Inc
1900 Hively Ave.
Elkhart, Indiana 46517

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

----- X
UNITED STATES OF AMERICA
and STATE OF INDIANA

Plaintiffs,

Civil Action No. _____

v.

Defendants.

----- X

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), and the State of Indiana (the “State”), on behalf of the Indiana Department of Environmental Management (“IDEM”), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9606 and 9607.

B. The United States and the State in their complaint seek, *inter alia*: (1) reimbursement of costs incurred by EPA, the Department of Justice (DOJ), and the State for response actions at the Lusher Street Groundwater Contamination Superfund Site in Elkhart, Indiana (“Site”), together with accrued interest; and (2) performance of response actions by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (“NCP”).

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of negotiations with potentially responsible parties (“PRPs”) regarding the implementation of the remedial design and remedial action (“RD/RA”) for the Site, and the State has participated in such negotiations and elected to be a party to this Consent Decree (“CD”).

D. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Department of the Interior and the Indiana Department of Natural Resources on December 12, 2014, of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal and State trusteeship and encouraged the trustees to participate in the negotiation of this CD.

E. The defendants that have entered into this CD (“Settling Defendants” or “SDs”) do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the complaint, nor do they acknowledge that the release or threatened release of hazardous substances at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment.

F. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List (“NPL”), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on March 19, 2008, 73 Fed. Reg. 14719.

G. In response to a release or a substantial threat of a release of a hazardous substances at or from the Site, EPA commenced in May 2009 a Remedial Investigation and Feasibility Study (“RI/FS”) for the Site pursuant to 40 C.F.R. § 300.430.

H. EPA completed a Remedial Investigation (“RI”) Report in September 2013, and EPA completed a Focused Feasibility Study (“FFS”) Report in November 2013.

I. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action on April 10, 2014, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of

the public meeting is available to the public as part of the administrative record upon which the Director of the Superfund Division, EPA Region 5, based the selection of the response action.

J. The decision by EPA on the remedial action to be implemented at the Site is embodied in an Interim Record of Decision ("ROD"), executed on September 16, 2014, on which the State has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

K. Based on the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by SDs if conducted in accordance with this CD and its appendices.

L. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the interim remedy set forth in the ROD and the Work to be performed by SDs shall constitute a response action taken or ordered by the President for which judicial review shall be limited to the administrative record.

M. The Parties recognize, and the Court by entering this CD finds, that this CD has been negotiated by the Parties in good faith and implementation of this CD will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this CD is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1367, and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over SDs. Solely for the purposes of this CD and the underlying complaint, SDs waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. SDs shall not challenge the terms of this CD or this Court's jurisdiction to enter and enforce this CD.

III. PARTIES BOUND

2. This CD is binding upon the United States and the State and upon SDs and their successors and assigns. Any change in ownership or corporate or other legal status of a SD including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such SD's responsibilities under this CD.

3. SDs shall provide a copy of this CD to each contractor hired to perform the Work and to each person representing any SD with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this CD. SDs or their contractors shall provide written notice of the CD to all subcontractors hired to perform any portion of the Work. SDs shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this CD. With regard to the activities undertaken pursuant to this CD, each contractor and subcontractor

shall be deemed to be in a contractual relationship with SDs within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided in this CD, terms used in this CD that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this CD or its appendices, the following definitions shall apply solely for purposes of this CD:

“Affected Property” shall mean all real property at the Site and any other real property where EPA determines, at any time, that access, land, water, or other resource use restrictions, and/or ICs are needed to implement the Remedial Action, including, but not limited to, the properties located in Elkhart, Indiana in the area bordered by the St. Joseph River on the north, State Road 19 (Nappanee Street) on the west, Hively Avenue to the south, and Oakland Avenue to the east.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Consent Decree” or “CD” shall mean this consent decree and all appendices attached hereto (listed in Section XXII). In the event of conflict between this CD and any appendix, this CD shall control.

“Day” or “day” shall mean a calendar day. In computing any period of time under this CD, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which the approval of this CD is recorded on the Court’s docket.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Future Oversight Costs” shall mean that portion of Future Response Costs that EPA and the State incur in monitoring and supervising SDs’ performance of the Work to determine whether such performance is consistent with the requirements of this CD, including costs incurred in reviewing deliverables submitted pursuant to this CD, as well as costs incurred in overseeing implementation of the Work; however, Future Oversight Costs do not include, *inter alia*: the costs incurred by the United States pursuant to ¶ 11 (Emergencies and Releases), Section VII (Remedy Review), Section VIII (Property Requirements), and ¶ 25 (Access to Financial Assurance), or the costs incurred by the United States or the State in enforcing this CD, including all costs incurred pursuant to Section XIII (Dispute Resolution), and all litigation costs.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and the State incur in reviewing or developing deliverables submitted pursuant to this CD, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this CD, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to ¶ 11 (Emergencies and Releases), ¶ 12 (Community Involvement) (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e)), ¶ 25 (Access to Financial Assurance), Section VII (Remedy Review), Section VIII (Property Requirements) (including the cost of attorney time and any monies paid to secure access and/or to secure, implement, monitor, maintain, or enforce Institutional Controls including the amount of just compensation), and Section XIII (Dispute Resolution), and all litigation costs. Future Response Costs shall also include all Interim Response Costs, all Interest on those Past Response Costs SDs have agreed to pay under this CD that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from October 31, 2014 to the Effective Date, and Agency for Toxic Substances and Disease Registry (“ATSDR”) costs regarding the Site.

“IDEM” shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State.

“Institutional Controls” or “ICs” shall mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the protectiveness of the RA; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site.

“Interim Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, (a) paid by the United States in connection with the Site between October 31, 2014 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at http://www.epa.gov/ocfopage/finstatement/superfund/int_rate.htm.

“Lusher Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“Municipal Solid Waste” or “MSW” shall mean waste material: (a) generated by a household (including a single or multifamily residence); or (b) generated by a commercial, industrial, or institutional entity, to the extent that the waste material (1) is essentially the same as waste normally generated by a household; (2) is collected and disposed of with other municipal solid waste as part of normal municipal solid waste collection services; and (3) contains a relative quantity of hazardous substances no greater than the relative quantity of

hazardous substances contained in waste material generated by a typical single-family household.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settling Owner” shall mean any person, other than a SD, that owns or controls any Affected Property. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“Operation and Maintenance” or “O&M” shall mean all activities required to operate, maintain, and monitor the effectiveness of the RA as specified in the SOW or any EPA-approved O&M Plan.

“Owner SD” shall mean any SD that owns or controls any Affected Property. The clause “Owner SD’s Affected Property” means Affected Property owned or controlled by Owner SD.

“Paragraph” or “¶” shall mean a portion of this CD identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States, the State of Indiana, and SDs.

“Past Response Costs” shall mean all unreimbursed costs, including, but not limited to, direct and indirect costs, that the United States or the State paid at or in connection with the Site through October 31, 2014, plus Interest on all such costs that has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

“Performance Standards” shall mean the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“Plaintiffs” shall mean the United States and the State of Indiana.

“Proprietary Controls” shall mean easements or covenants running with the land that (a) limit land, water, or other resource use and/or provide access rights and (b) are created pursuant to common law or statutory law by an instrument that is recorded in the appropriate land records office.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Interim Record of Decision relating to Operable Unit 1 at the Site signed on September 16, 2014, by the Director of the Superfund Division, EPA Region 5, and all attachments thereto. The ROD is attached as Appendix A.

“Remedial Action” or “RA” shall mean the interim remedial action selected in the ROD.

“Remedial Design” or “RD” shall mean those activities to be undertaken by SDs to develop final plans and specifications for the RA as stated in the SOW.

“Section” shall mean a portion of this CD identified by a Roman numeral.

“Settling Defendants” or “SDs” shall mean those Parties identified in Appendix D.

“Site” shall mean the Lusher Street Groundwater Contamination Superfund Site, encompassing approximately 870 acres, located in the area bordered approximately by the St. Joseph River on the north, State Road 19 (Nappanee Street) on the west, Hively Avenue to the south, and Oakland Avenue to the east in the City of Elkhart, Elkhart County, Indiana, and depicted generally on the map attached as Appendix C.

“State” shall mean the State of Indiana.

“Statement of Work” or “SOW” shall mean the document describing the activities SDs must perform to implement the RD, the RA, and O&M regarding the Site, which is attached as Appendix B.

“Supervising Contractor” shall mean the principal contractor retained by SDs to supervise and direct the implementation of the Work under this CD.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), or under Indiana Code 13-11-2-98; (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33), or under Indiana Code 13-11-2-42; (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), or under Indiana Code 13-11-2-205; (4) any “hazardous material” under Indiana Code 13-11-2-99; and (5) any “hazardous waste” under Indiana Code 13-11-2-99(c).

“Work” shall mean all activities and obligations SDs are required to perform under this CD, except the activities required under Section XIX (Retention of Records).

V. GENERAL PROVISIONS

5. **Objectives of the Parties.** The objectives of the Parties in entering into this CD are to protect public health or welfare or the environment by the design and implementation of response actions at the Site by SDs, to pay response costs of Plaintiffs, and to resolve the claims of Plaintiffs against SDs as provided in this CD.

6. Commitments by SDs.

a. SDs shall finance and perform the Work in accordance with this CD and all deliverables developed by SDs and approved or modified by EPA pursuant to this CD. SDs shall pay the United States for its response costs and the State for its response costs as provided in this CD.

b. SDs’ obligations to finance and perform the Work, including obligations to pay amounts due under this CD, are joint and several. In the event of the insolvency of any SD

or the failure by any SD to implement any requirement of this CD, the remaining SDs shall complete all such requirements.

7. **Compliance with Applicable Law.** Nothing in this CD limits SDs' obligations to comply with the requirements of all applicable federal and state laws and regulations. SDs must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this CD, if approved by EPA, shall be deemed to be consistent with the NCP as provided in Section 300.700(c)(3)(ii) of the NCP.

8. **Permits.**

a. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, SDs shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. SDs may seek relief under the provisions of Section XII (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 8.a and required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.

c. This CD is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK

9. **Coordination and Supervision.**

a. **Project Coordinators.**

(1) SDs' Project Coordinator must have sufficient technical expertise to coordinate the Work. SDs' Project Coordinator may not be an attorney representing any SD in this matter and may not act as the Supervising Contractor. SDs' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA shall designate and notify the SDs of its Project Coordinator and Alternate Project Coordinator. EPA may designate other representatives, which may include its employees, contractors and/or consultants, to oversee the Work. EPA's Project Coordinator/Alternate Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at the Site constitute an emergency or may

present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) The State shall designate and notify EPA and the SDs of its Project Coordinator and Alternate Project Coordinator. The State may designate other representatives, including its employees, contractors and/or consultants to oversee the Work. For any meetings and inspections in which EPA's Project Coordinator participates, the State's Project Coordinator also may participate. SDs shall notify the State reasonably in advance of any such meetings or inspections.

(4) SDs' Project Coordinators shall meet with EPA's and the State's Project Coordinators at least monthly.

b. **Supervising Contractor.** SDs' proposed Supervising Contractor must have a quality assurance system that complies with ANSI/ASQC E4-2004, Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use (American National Standard).

c. **Procedures for Disapproval/Notice to Proceed.**

(1) SDs shall designate, and notify EPA, within 10 days after the Effective Date, of the names, contact information, and qualifications of the SDs' proposed Project Coordinator and Supervising Contractor.

(2) EPA, after a reasonable opportunity for review and comment by the State, shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, SDs shall, within 20 days, submit to EPA and the State a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. SDs may select any coordinator/contractor covered by an authorization to proceed and shall, within 20 days, notify EPA of SDs' selection.

(3) SDs may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 9.c(1) and 9.c(2).

10. **Performance of Work in Accordance with SOW.** SDs shall: (a) develop the RD; (b) perform the RA; and (c) operate, maintain, and monitor the effectiveness of the RA; all in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the CD or SOW shall be subject to approval by EPA, in consultation with the State, in accordance with ¶ 6.6 (Approval of Deliverables) of the SOW.

11. **Emergencies and Releases.** SDs shall comply with the emergency and release response and reporting requirements under ¶ 4.3 (Emergency Response and Reporting) of the SOW. Subject to Section XV (Covenants by Plaintiffs), nothing in this CD, including ¶ 4.3 of the SOW, limits any authority of Plaintiffs: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release

of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to SDs' failure to take appropriate response action under ¶ 4.3 of the SOW, EPA or, as appropriate, the State takes such action instead, SDs shall reimburse EPA and the State under Section X (Payments for Response Costs) for all costs of the response action.

12. **Community Involvement.** If requested by EPA, SDs shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator. Costs incurred by the United States under this Section constitute Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

13. **Modification of SOW or Related Deliverables.**

a. If EPA determines, in consultation with the State, that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to achieve and/or maintain the Performance Standards or to carry out and maintain the effectiveness of the RA, and such modification is consistent with the Scope of the Remedy set forth in ¶ 1.3 of the SOW, then EPA may notify SDs of such modification. If SDs object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XIII.

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if SDs invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this CD, and SDs shall implement all work required by such modification. SDs shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this CD.

14. Nothing in this CD, the SOW, or any deliverable required under the SOW constitutes a warranty or representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW or related deliverable will achieve the Performance Standards.

VII. REMEDY REVIEW

15. **Periodic Review.** SDs shall conduct, in accordance with ¶ 6.7(k) (Periodic Review Support Plan) of the SOW, studies and investigations to support EPA's reviews under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and applicable regulations, of whether the RA is protective of human health and the environment.

VIII. PROPERTY REQUIREMENTS

16. **Agreements Regarding Access and Non-Interference.**

a. SDs shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by SDs and

by Plaintiffs, providing that such Non-Settling Owner, and Owner SD shall, with respect to Owner SD's Affected Property:

(1) Provide Plaintiffs and the other SDs, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the CD, including those listed in ¶ 16.b (Access Requirements); and

(2) Refrain from using such Affected Property in any manner that EPA determines will: (i) pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action. The restrictions include those listed in ¶ 16.c (Land, Water, or Other Resource Use Restrictions).

b. **Access Requirements.** The following is a list of activities for which access is required regarding the Affected Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing additional response actions at or near the Site;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved construction quality assurance quality control plan as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in ¶ 61 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by SDs or their agents, consistent with Section XVIII (Access to Information);
- (9) Assessing SDs' compliance with the CD;
- (10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the CD; and
- (11) Implementing, monitoring, maintaining, reporting on, and enforcing any Institutional Controls.

c. **Land, Water, or Other Resource Use Restrictions.** The following is a list of land, water, or other resource use restrictions applicable to the Affected Property:

- (1) Prohibiting the following activity which could interfere with the RA: disabling any vapor mitigation system;
- (2) Prohibiting use of contaminated groundwater;
- (3) Prohibiting the following activity which could result in exposure to contaminants in subsurface soils and groundwater: excavation into areas of potentially contaminated soils or groundwater without appropriate worker health and safety plans in place;
- (4) Ensuring that any new structures on the Site will not be constructed in the following manner which could interfere with the RA: structures must be hooked up to the municipal water supply; and
- (5) Ensuring that any new structures on the Site will be constructed in the following manner which will minimize potential risk of inhalation of contaminants: using vapor barriers and vapor mitigation systems.

d. Owner SD shall not Transfer its Affected Property without first securing EPA's approval of, and transferee's consent to, an agreement that: (i) is enforceable by SDs and Plaintiffs; and (ii) requires the transferee to provide access to and to refrain from using the Affected Property to the same extent as is provided under ¶ 16.a, b, and c.

17. **Best Efforts.** As used in this Section, "best efforts" means the efforts that a reasonable person in the position of SDs would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure Proprietary Controls, agreements, releases, subordinations, modifications, or relocations of Prior Encumbrances that affect the title to the Affected Property, as applicable. If SDs are unable to accomplish what is required through "best efforts" in a timely manner, they shall notify the United States and the State, and include a description of the steps taken to comply with the requirements. If the United States deems it appropriate, it may assist SDs, or take independent action, in obtaining such Proprietary Controls, agreements, releases, subordinations, modifications, or relocations of Prior Encumbrances that affect the title to the Affected Property, as applicable. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

18. If EPA determines in a decision document prepared in accordance with the NCP that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, SDs shall cooperate with EPA's and the State's efforts to secure and ensure compliance with such institutional controls.

19. In the event of any Transfer of the Affected Property, unless the United States otherwise consents in writing, SDs shall continue to comply with their obligations under the CD,

including their obligation to provide and/or secure access, to implement, maintain, monitor, and report on Institutional Controls, and to abide by such Institutional Controls.

20. Notwithstanding any provision of the CD, Plaintiffs retain all of their access authorities and rights, as well as all of their rights to require Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

IX. FINANCIAL ASSURANCE

21. In order to ensure completion of the Work, SDs shall secure financial assurance, initially in the amount of \$2,800,000 ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from the "Financial Assurance" category on the Cleanup Enforcement Model Language and Sample Documents Database at <http://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. SDs may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

e. A demonstration by one or more SDs that each such SD meets the relevant financial test criteria of 40 C.F.R. § 264.143(f) and reporting requirements of this Section for the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

f. A guarantee to fund or perform the Work executed in favor of EPA by one of the following: (1) a direct or indirect parent company of a SD; or (2) a company that has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a SD; provided, however, that any company providing such a guarantee must demonstrate to EPA's satisfaction that it meets the relevant financial test criteria of 40 C.F.R. § 264.143(f) and reporting requirements of this Section for the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee.

22. SDs have selected, and EPA has found satisfactory, as an initial financial assurance a [insert type] prepared in accordance with ¶ 21. Within 30 days after the Effective Date, or 30 days after EPA's approval of the form and substance of SDs' financial assurance, whichever is later, SDs shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional Financial Management Officer, to the United States, and to EPA and the State as specified in Section XX (Notices and Submissions).

23. If SDs provide financial assurance by means of a demonstration or guarantee under ¶ 21.e or 21.f, the affected SDs shall also comply and shall ensure that their guarantors comply with the other relevant criteria and requirements of 40 C.F.R. § 264.143(f) and this Section, including, but not limited to: (a) the initial submission to EPA of required documents from the affected entity's chief financial officer and independent certified public accountant no later than 30 days after the Effective Date; (b) the annual resubmission of such documents within 90 days after the close of each such entity's fiscal year; and (c) the notification of EPA no later than 30 days, in accordance with ¶ 24, after any such entity determines that it no longer satisfies the relevant financial test criteria and requirements set forth at 40 C.F.R. § 264.143(f)(1). SDs agree that EPA may also, based on a belief that an affected entity may no longer meet the financial test requirements of ¶ 21.e or 21.f, require reports of financial condition at any time from such entity in addition to those specified in this Paragraph. For purposes of this Section, references in 40 C.F.R. Part 264, Subpart H, to: (1) the terms "current closure cost estimate," "current post-closure cost estimate," and "current plugging and abandonment cost estimate" include the Estimated Cost of the Work; (2) "the sum of the current closure and post-closure cost estimates and the current plugging and abandonment cost estimates" mean the sum of all environmental obligations (including obligations under CERCLA, RCRA, and any other federal, state, or tribal environmental obligation) guaranteed by such company or for which such company is otherwise financially obligated in addition to the Estimated Cost of the Work under this CD; (3) the terms "owner" and "operator" include each SD making a demonstration or obtaining a guarantee under ¶ 21.e or 21.f; and (4) the terms "facility" and "hazardous waste management facility" include the Site.

24. SDs shall diligently monitor the adequacy of the financial assurance. If any SD becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such SD shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected SD of such determination. SDs shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected SD, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. SDs shall follow the procedures of ¶ 26 (Modification of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. SDs' inability to secure and submit to EPA financial assurance in accordance with this Section shall in no way excuse performance of any other requirements of

this CD, including, without limitation, the obligation of SDs to complete the Work in accordance with the terms of this CD.

25. Access to Financial Assurance.

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 61.b, then, in accordance with any applicable financial assurance mechanism, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 25.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the affected SD fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 25.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 61.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is provided under ¶ 21.e or 21.f, then EPA may demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. SDs shall, within 14 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 25 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Lusher Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this ¶ 25 must be reimbursed as Future Response Costs under Section X (Payments for Response Costs).

26. Modification of Amount, Form, or Terms of Financial Assurance. SDs may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 222, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify SDs of its decision to accept or reject a requested reduction or change pursuant to this Paragraph. SDs may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIII (Dispute Resolution). Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall be made in EPA's sole and

unreviewable discretion, and such decision shall not be subject to challenge by SDs pursuant to the dispute resolution provisions of this CD or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, SDs shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 222.

27. **Release, Cancellation, or Discontinuation of Financial Assurance.** SDs may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of Work Completion under ¶ 4.7 (Certification of Work Completion) of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation or discontinuance of any financial assurance, in accordance with the agreement, final administrative decision, or final judicial decision resolving such dispute under to Section XIII (Dispute Resolution).

X. PAYMENTS FOR RESPONSE COSTS

28. Payment by SDs for United States and State Past Response Costs.

a. Within 30 days after the Effective Date, SDs shall pay to EPA \$5,781,724.94 in payment for Past Response Costs. Payment shall be made in accordance with ¶ 30.a (instructions for past response cost payments).

b. **Deposit of Past Response Costs Payment.** Of the total amount to be paid by SDs pursuant to ¶ 28.a, ["\$ ____" or "%"] shall be deposited by EPA in the EPA Hazardous Substance Superfund and ["\$ ____" or "%"] shall be deposited by EPA in the Lusher Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

c. Within 30 days after the Effective Date, SDs shall pay to the State \$18,860 by official bank check made payable to IDEM, in payment of the State's Past Response Costs. Payment shall be made in accordance with ¶ 30.ac (instructions for State cost payments).

29. **Payments by SDs for Future Response Costs.** SDs shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. On a periodic basis, EPA will send SDs a bill requiring payment that includes an Itemized Cost Summary, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and DOJ. SDs shall make all payments within 30 days after SDs' receipt of each bill requiring payment, except as otherwise provided in ¶ 31, in accordance with ¶ 30.b (instructions for future response cost payments).

b. **Deposit of Future Response Costs Payments.** The total amount to be paid by SDs pursuant to ¶ 29.a shall be deposited by EPA in the Lusher Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Lusher Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future

Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by SDs pursuant to the dispute resolution provisions of this CD or in any other forum.

c. **Payments by SDs to State.** SDs shall pay to the State all State Future Response Costs not inconsistent with the NCP. The State will send SDs a bill requiring payment that includes a cost summary, on a periodic basis. SDs shall make all payments within 30 days after SDs' receipt of each bill requiring payment, except as otherwise provided in ¶ 311 (Contesting Future Response Costs). SDs shall make all payments to the State required by this Paragraph in accordance with ¶ 28.c.

30. **Payment Instructions for SDs.**

a. **Past Response Costs Payments to United States.**

(1) The Financial Litigation Unit (FLU) of the United States Attorney's Office for the Northern District of Indiana shall provide SDs, in accordance with ¶ 82, with instructions regarding making payments to DOJ on behalf of EPA. The instructions must include a Consolidated Debt Collection System (CDCS) number to identify payments made under this CD.

(2) For all payments subject to this ¶ 30.a, SDs shall make such payment [**choose one method after consulting with SDs:** by Fedwire Electronic Funds Transfer (EFT) / at <https://www.pay.gov>] to the U.S. DOJ account, in accordance with the instructions provided under ¶ 30.a(1), and including references to the CDCS Number, Site/Spill ID Number 05AB, and DJ Number 90-11-3-11212.

(3) For each payment made under this ¶ 30.a, SDs shall send notices, including references to the CDCS, Site/Spill ID, and DJ numbers, to the United States, EPA, and the EPA Cincinnati Finance Center, all in accordance with ¶ 82.

b. **Future Response Costs Payments and Stipulated Penalties to United States.**

(1) For all payments subject to this ¶ 30.b, SDs shall make such payment by Fedwire EFT, referencing the Site/Spill ID and DJ numbers. The Fedwire EFT payment must be sent as follows:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read
"D 68010727 Environmental Protection Agency"

(2) For all payments made under this ¶ 30.b, SDs must include references to the Site/Spill ID and DJ numbers. At the time of any payment required to be made in accordance with ¶ 30.b, SDs shall send notices that payment has been made to

the United States, EPA, and the EPA Cincinnati Finance Center, all in accordance with ¶ 82. All notices must include references to the Site/Spill ID and DJ numbers.

c. **Payments to State.** All payments due to IDEM shall be made by a check payable to the Indiana Department of Environmental Management. The check and a transmittal letter shall reference the name and address of the party making payment, the invoice number (for Future Response Cost payments), the Site name, the Civil Action Number, and the IDEM Site Identification Number (7500099/SZ02R) and shall be sent to:

Indiana Department of Environmental Management
100 N. Senate Avenue, Mail Code 50-10C
Indianapolis, IN 46204-2251

Attention: Cashier

Any payment received by IDEM after 12:30 pm Eastern Time will be credited on the next business day. A copy of the transmittal letter shall be sent to IDEM's Project Manager in accordance with Section XX (Notices and Submissions).

31. **Contesting Future Response Costs.** SDs may submit a Notice of Dispute, initiating the procedures of Section XIII (Dispute Resolution), regarding any Future Response Costs or any State Future Response Costs billed under ¶ 29 (Payments by SDs for Future Response Costs) if they determine that EPA or the State has made a mathematical error or included a cost item that is not within the definition of Future Response Costs or State Future Response Costs, or if they believe EPA or the State incurred excess costs as a direct result of an EPA or State action that was inconsistent with a specific provision or provisions of the NCP. Such Notice of Dispute shall be submitted in writing within 30 days after receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) or the State (if the State's accounting is being disputed) pursuant to Section XX (Notices and Submissions). Such Notice of Dispute shall specifically identify the contested Future Response Costs or State Future Response Costs and the basis for objection. If SDs submit a Notice of Dispute, SDs shall pay all uncontested Future Response Costs to the United States and all uncontested State Future Response Costs to the State within 30 days after SDs' receipt of the bill requiring payment. Simultaneously, SDs shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs or State Future Response Costs. SDs shall send to the United States or the State, as appropriate, as provided in Section XX (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs or State Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If the United States or the State prevails in the dispute, SDs shall pay the sums due (with accrued interest) to the United States or the State, if State costs are disputed, within 7 days after the resolution of the dispute. If SDs prevail concerning any aspect of the contested costs, SDs shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States or the State, if State costs are disputed within 7 days after the

resolution of the dispute. SDs shall be disbursed any balance of the escrow account. All payments to the United States under this Paragraph shall be made in accordance with ¶ 30.b (instructions for future response cost payments). The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding SDs' obligation to reimburse the United States and the State for their Future Response Costs.

32. **Interest.** In the event that any payment for Past Response Costs or for Future Response Costs required under this Section is not made by the date required, SDs shall pay Interest on the unpaid balance. The Interest on Past Response Costs and State Past Response Costs under this Paragraph shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of SDs' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of SDs' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to ¶ 48 (Stipulated Penalty Amounts – Work).

XI. INDEMNIFICATION AND INSURANCE

33. SDs' Indemnification of the United States and the State.

a. The United States and the State do not assume any liability by entering into this CD or by virtue of any designation of SDs as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). SDs shall indemnify, save, and hold harmless the United States and the State and their officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of SDs, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on SDs' behalf or under their control, in carrying out activities pursuant to this CD, including, but not limited to, any claims arising from any designation of SDs as EPA's authorized representatives under Section 104(e) of CERCLA. Further, SDs agree to pay the United States and the State all costs they incur including, but not limited to, attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States and the State based on negligent or other wrongful acts or omissions of SDs, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this CD. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of SDs in carrying out activities pursuant to this CD. Neither SDs nor any such contractor shall be considered an agent of the United States or the State.

b. The United States and the State, respectively, shall give SDs notice of any claim for which the United States or the State plans to seek indemnification pursuant to this ¶ 33, and shall consult with SDs prior to settling such claim.

34. SDs covenant not to sue and agree not to assert any claims or causes of action against the United States and the State, respectively, for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of SDs and any person for

performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, SDs shall indemnify, save and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of SDs and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

35. **Insurance.** No later than 15 days before commencing any on-site Work, SDs shall secure, and shall maintain until the first anniversary after issuance of EPA's Certification of RA Completion pursuant to ¶ 4.6 (Certification of RA Completion) of the SOW, commercial general liability insurance with limits of \$3 million, for any one occurrence, and automobile liability insurance with limits of \$3 million, combined single limit, naming the United States and the State as additional insureds with respect to all liability arising out of the activities performed by or on behalf of SDs pursuant to this CD. In addition, for the duration of this CD, SDs shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of SDs in furtherance of this CD. Prior to commencement of the Work, SDs shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. SDs shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If SDs demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, SDs need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor.

XII. FORCE MAJEURE

36. "Force majeure," for purposes of this CD, is defined as any event arising from causes beyond the control of SDs, of any entity controlled by SDs, or of SDs' contractors that delays or prevents the performance of any obligation under this CD despite SDs' best efforts to fulfill the obligation. The requirement that SDs exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or a failure to achieve the Performance Standards.

37. If any event occurs or has occurred that may delay the performance of any obligation under this CD for which SDs intend or may intend to assert a claim of force majeure, SDs shall notify EPA's Project Coordinator orally or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund Division, EPA Region 5, within 48 hours of when SDs first knew that the event might cause a delay. Within 5 days thereafter, SDs shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; SDs' rationale for attributing such delay to a force majeure; and a statement as to whether,

in the opinion of SDs, such event may cause or contribute to an endangerment to public health or welfare, or the environment. SDs shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. SDs shall be deemed to know of any circumstance of which SDs, any entity controlled by SDs, or SDs' contractors or subcontractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude SDs from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 36 and whether SDs have exercised their best efforts under ¶ 36, EPA may, in its unreviewable discretion, excuse in writing SDs' failure to submit timely or complete notices under this Paragraph.

38. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this CD that are affected by the force majeure will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify SDs in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure, EPA will notify SDs in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

39. If SDs elect to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution) regarding EPA's decision, they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, SDs shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that SDs complied with the requirements of ¶¶ 36 and 37. If SDs carry this burden, the delay at issue shall be deemed not to be a violation by SDs of the affected obligation of this CD identified to EPA and the Court.

40. The failure by EPA to timely complete any obligation under the CD or under the SOW is not a violation of the CD, provided, however, that if such failure prevents SDs from meeting one or more deadlines in the SOW, SDs may seek relief under this Section.

XIII. DISPUTE RESOLUTION

41. Unless otherwise expressly provided for in this CD, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this CD. However, the procedures set forth in this Section shall not apply to actions by the United States or the State to enforce obligations of SDs that have not been disputed in accordance with this Section.

42. A dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. Any dispute regarding this CD shall in the first instance be

the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute.

43. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 10 days after the conclusion of the informal negotiation period, SDs invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by SDs. The Statement of Position shall specify SDs' position as to whether formal dispute resolution should proceed under ¶¶ 44 (Record Review) or 45.

b. Within 21 days after receipt of SDs' Statement of Position, EPA will serve on SDs its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under ¶¶ 44 (Record Review) or 45. Within 10 days after receipt of EPA's Statement of Position, SDs may submit a Reply.

c. If there is disagreement between EPA and SDs as to whether dispute resolution should proceed under ¶¶ 44 (Record Review) or 45, the parties to the dispute shall follow the procedures set forth in the Paragraph determined by EPA to be applicable. However, if SDs ultimately appeal to the Court to resolve the dispute, the Court shall determine which Paragraph is applicable in accordance with the standards of applicability set forth in ¶¶ 44 and 45.

44. Record Review. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this CD, and the adequacy of the performance of response actions taken pursuant to this CD. Nothing in this CD shall be construed to allow any dispute by SDs regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Superfund Division, EPA Region 5, will issue a final administrative decision resolving the dispute based on the administrative record described in ¶ 44.a. This decision shall be binding upon SDs, subject only to the right to seek judicial review pursuant to ¶¶ 44.c and 44.d.

Any administrative decision made by EPA pursuant to ¶ 44.b shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by SDs with the Court and served on all Parties within 10 days after receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this CD. The United States may file a response to SDs' motion.

d. In proceedings on any dispute governed by this Paragraph, SDs shall have the burden of demonstrating that the decision of the Superfund Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to ¶ 44.a.

45. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. The Director of the Superfund Division, EPA Region 5, will issue a final decision resolving the dispute based on the statements of position and reply, if any, served under ¶ 43. The Superfund Division Director's decision shall be binding on SDs unless, within 10 days after receipt of the decision, SDs file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the CD. The United States may file a response to SDs' motion.

b. Notwithstanding ¶ L (CERCLA § 113(j) record review of ROD and Work) of Section I (Background), judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

46. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of SDs under this CD, except as provided in ¶ 31 (Contesting Future Response Costs), as agreed by EPA, or as determined by the Court. Stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute, as provided in ¶ 51. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this CD. In the event that SDs do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XIV (Stipulated Penalties).

XIV. STIPULATED PENALTIES

47. SDs shall be liable for stipulated penalties in the amounts set forth in ¶¶ 48 and 49 to the United States for failure to comply with the requirements of this CD specified below, unless excused under Section XII (Force Majeure). "Compliance" by SDs shall include completion of all activities and obligations, including payments, required under this CD, or any deliverable approved under this CD, in accordance with all applicable requirements of law, this CD, the SOW, and any deliverables approved under this CD and within the specified time schedules established by and approved under this CD.

48. Stipulated Penalty Amounts - Work (Including Payments and Excluding Deliverables).

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in ¶ 48.b:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	\$1,000
15th through 30th day	\$5,000
31st day and beyond	\$10,000

b. Compliance Milestones.

(1) Remedial Design Workplan Submittal; Preliminary Design Submittal; Final Design Submittal; Remedial Action Workplan submittal; Construction Completion;

(2) Establishment and maintenance of financial assurance in compliance with the timelines and other substantive and procedural requirements of Section IX (Financial Assurance).

49. Stipulated Penalty Amounts - Deliverables.

a. **Material Defects.** If an initially submitted or resubmitted deliverable contains a material defect, and the deliverable is disapproved or modified by EPA under ¶ 6.6(a) (Initial Submissions) or 6.6(b) (Resubmissions) of the SOW due to such material defect, then the material defect shall constitute a lack of compliance for purposes of ¶ 47. The provisions of Section XIII (Dispute Resolution) and Section XIV (Stipulated Penalties) shall govern the accrual and payment of any stipulated penalties regarding SDs' submissions under this CD.

b. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables pursuant to the CD:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	\$500
15th through 30th day	\$2,500
31st day and beyond	\$5,000

50. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 61 (Work Takeover), SDs shall be liable for a stipulated penalty in the amount of \$750,000. Stipulated penalties under this Paragraph are in addition to the remedies available under ¶¶ 25 (Access to Financial Assurance) and 61 (Work Takeover).

51. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ 6.6 (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies SDs of any deficiency; (b) with respect to a decision by the Director of the Superfund Division, EPA Region 5, under ¶ 44.b or

45.a of Section XIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that SDs' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (c) with respect to judicial review by this Court of any dispute under Section XIII (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing in this CD shall prevent the simultaneous accrual of separate penalties for separate violations of this CD.

52. Following EPA's determination that SDs have failed to comply with a requirement of this CD, EPA may give SDs written notification of the same and describe the noncompliance. EPA may send SDs a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified SDs of a violation.

53. All penalties accruing under this Section shall be due and payable to the United States within 30 days after SDs' receipt from EPA of a demand for payment of the penalties, unless SDs invoke the Dispute Resolution procedures under Section XIII (Dispute Resolution) within the 30-day period. All payments to the United States under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶¶ 30.b (instructions for future response cost payments) and 29.c.

54. Penalties shall continue to accrue as provided in ¶ 51 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement of the parties or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owed shall be paid to EPA within 15 days after the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, SDs shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days after receipt of the Court's decision or order, except as provided in ¶ 54.c;

c. If the District Court's decision is appealed by any Party, SDs shall pay all accrued penalties determined by the District Court to be owed to the United States into an interest-bearing escrow account, established at a duly chartered bank or trust company that is insured by the FDIC, within 60 days after receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days after receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to SDs to the extent that they prevail.

55. If SDs fail to pay stipulated penalties when due, SDs shall pay Interest on the unpaid stipulated penalties as follows: (a) if SDs have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 54 until the date of payment; and (b) if SDs fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 53 until the date of payment. If SDs fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

56. The payment of penalties and Interest, if any, shall not alter in any way SDs' obligation to complete the performance of the Work required under this CD.

57. Nothing in this CD shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of SDs' violation of this CD or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is collected pursuant to this CD.

58. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this CD.

XV. COVENANTS BY PLAINTIFFS

59. Covenants for SDs by United States and the State.

a. By the United States. Except as provided in ¶ 60 (General Reservations of Rights), the United States covenants not to sue or to take administrative action against SDs pursuant to Sections 106 and 107(a) of CERCLA for the Work, Past Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by SDs of their obligations under this CD. These covenants extend only to SDs and do not extend to any other person.

b. By the State. Except as provided in ¶ 60 (General Reservations of Rights), the State covenants not to sue or to take administrative action against SDs pursuant to Sections 106 and 107(a) of CERCLA and Indiana Code 13-25-4, for the Work, Past Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by SDs of their obligations under this CD. These covenants extend only to SDs and do not extend to any other person.

60. **General Reservations of Rights.** The United States and the State reserve, and this CD is without prejudice to, all rights against SDs with respect to all matters not expressly included within Plaintiffs' covenants. Notwithstanding any other provision of this CD, the United States and the State reserve all rights against SDs with respect to:

- a. liability for failure by SDs to meet a requirement of this CD;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;
- c. liability based on the ownership of the Site by SDs when such ownership commences after signature of this CD by SDs;
- d. liability based on the operation of the Site by SDs when such operation commences after signature of this CD by SDs and does not arise solely from SDs' performance of the Work;

e. liability based on SDs' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this CD by SDs;

f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

g. criminal liability;

h. liability for violations of federal or state law that occur during or after implementation of the Work; and

i. liability, prior to achievement of Performance Standards, for additional response actions that EPA determines are necessary to achieve and maintain Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, but that cannot be required pursuant to ¶ 13 (Modification of SOW or Related Deliverables);

j. liability for additional operable units at the Site or the final response action;

k. liability for costs that the United States and the State will incur regarding the Site but that are not within the definition of Future Response Costs;

l. Liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry regarding the Site.

61. **Work Takeover.**

a. In the event EPA determines that SDs: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to SDs. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide SDs a period of 10 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 10-day notice period specified in ¶ 61.a, SDs have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify SDs in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 61.b. Funding of Work Takeover costs is addressed under ¶ 25 (Access to Financial Assurance).

c. SDs may invoke the procedures set forth in ¶ 44 (Record Review), to dispute EPA's implementation of a Work Takeover under ¶ 61.b. However, notwithstanding SDs' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 61.b until the earlier of (1) the date that SDs remedy, to EPA's satisfaction, the circumstances giving

rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a final decision is rendered in accordance with ¶ 44 (Record Review) requiring EPA to terminate such Work Takeover.

62. Notwithstanding any other provision of this CD, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XVI. COVENANTS BY SDs

63. **Covenants by SDs.** Subject to the reservations in ¶ 65, SDs covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Work, past response actions regarding the Site, Past Response Costs, Future Response Costs, State Past Response Costs, State Future Response Costs, and this CD, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112 or 113, or any other provision of law;
- b. any claims under CERCLA §§ 107 or 113, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or state law regarding the Work, past response actions regarding the Site, Past Response Costs, Future Response Costs, State Past Response Costs, State Future Response Costs, and this CD; or
- c. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Indiana Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

64. Except as provided in ¶¶ 67 (Waiver of Claims by SDs) and 73 (Res Judicata and Other Defenses), the covenants in this Section shall not apply if the United States or the State brings a cause of action or issues an order pursuant to any of the reservations in Section XV (Covenants by Plaintiffs), other than in ¶¶ 60.a (claims for failure to meet a requirement of the CD), 60.g (criminal liability), and 60.h (violations of federal/state law during or after implementation of the Work), but only to the extent that SDs' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

65. SDs reserve, and this CD is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of SDs' deliverables or activities.

66. Nothing in this CD shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

67. **Waiver of Claims by SDs.**

a. SDs agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to SDs with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) **MSW Waiver.** For all matters relating to the Site against any person where the person's liability to SDs with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of MSW at the Site, if the volume of MSW disposed, treated, or transported by such person to the Site did not exceed 0.2% of the total volume of waste at the Site; and

(3) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that in the future enters into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. **Exceptions to Waivers.**

(1) The waivers under this ¶ 67 shall not apply with respect to any defense, claim, or cause of action that a SD may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such SD.

(2) The waiver under ¶ 67.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

(3) The waiver under ¶ 67.a(2) (MSW Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing MSW contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site.

XVII. EFFECT OF SETTLEMENT; CONTRIBUTION

68. Except as provided in ¶ 67 (Waiver of Claims by SDs), nothing in this CD shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this CD. Except as provided in Section XVI (Covenants by SDs), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this CD diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

69. The Parties agree, and by entering this CD this Court finds, that this CD constitutes a judicially-approved settlement pursuant to which each SD has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this CD. The "matters addressed" in this CD are the Work, Past Response Costs, Future Response Costs, State Past Response Costs, and State Future Response Costs.

70. The Parties further agree, and by entering this CD this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this CD constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

71. Each SD shall, with respect to any suit or claim brought by it for matters related to this CD, notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

72. Each SD shall, with respect to any suit or claim brought against it for matters related to this CD, notify in writing the United States and the State within 10 days after service of the complaint on such SD. In addition, each SD shall notify the United States and the State

within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

73. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, SDs shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XV (Covenants by Plaintiffs).

XVIII. ACCESS TO INFORMATION

74. SDs shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within SDs' possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this CD, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. SDs shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

75. Privileged and Protected Claims.

a. SDs may assert that all or part of a Record requested by Plaintiffs is privileged or protected as provided under federal law, in lieu of providing the Record, provided SDs comply with ¶ 75.b, and except as provided in ¶ 75.c.

b. If SDs assert a claim of privilege or protection, they shall provide Plaintiffs with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, SDs shall provide the Record to Plaintiffs in redacted form to mask the privileged or protected portion only. SDs shall retain all Records that they claim to be privileged or protected until Plaintiffs have had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the SDs' favor.

c. SDs may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that SDs are required to create or generate pursuant to this CD.

76. **Business Confidential Claims.** SDs may assert that all or part of a Record provided to Plaintiffs under this Section or Section XIX (Retention of Records) is business

confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). SDs shall segregate and clearly identify all Records or parts thereof submitted under this CD for which SDs assert business confidentiality claims. Records submitted to EPA determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified SDs that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to SDs.

77. If relevant to the proceeding, the Parties agree that validated sampling or monitoring data generated in accordance with the SOW and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this CD.

78. Notwithstanding any provision of this CD, Plaintiffs retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIX. RETENTION OF RECORDS

79. Until 10 years after EPA's Certification of Work Completion under ¶ 4.7 (Certification of Work Completion) of the SOW, each SD shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that SDs who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each SD must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each SD (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

80. At the conclusion of this record retention period, SDs shall notify the United States and the State at least 90 days prior to the destruction of any such Records, and, upon request by the United States or the State, and except as provided in ¶ 75 (Privileged and Protected Claims), SDs shall deliver any such Records to EPA or the State.

81. Each SD certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XX. NOTICES AND SUBMISSIONS

82. All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, and requests specified in this CD must be in writing unless otherwise specified. Whenever, under this CD, notice is required to be given, or a report or other document is required to be sent, by one Party to another, it must be directed to the person(s) specified below at the address(es) specified below. Any Party may change the person and/or address applicable to it by providing notice of such change to all Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Notices required to be sent to EPA, and not to the United States, should not be sent to the DOJ. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the CD regarding such Party.

As to the United States:

EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
eescdcopy.enrd@usdoj.gov
Re: DJ # 90-11-3-11212

As to EPA:

Director, Superfund Division
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604-3590

and:

Syed Quadri
EPA Project Coordinator
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604-3590
Quadri.Syed@epa.gov

**As to the Regional Financial
Management Officer:**

Comptroller
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604-3590

**At to EPA Cincinnati Finance
Center:**

EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268
cinwd_acctsreceivable@epa.gov

As to the State:

Tim Junk
Indiana Office of Attorney General
IGCS - 5th Floor
302 W. Washington
Indianapolis, IN 46204

Lisa McCoy
Deputy Commissioner
Office of Legal Counsel
Indiana Dep't of Environmental Management
IGCN - 13th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

Prabhakar Kasarabada
State Project Coordinator
Federal Programs Section
Office of Land Quality
IGCN - 11th Floor
100 N. Senate Avenue
Indianapolis, IN 46204
pkasarab@idem.IN.gov

As to SDs:

[name]
SDs' Project Coordinator
[address]
[email]
[phone]

XXI. RETENTION OF JURISDICTION

83. This Court retains jurisdiction over both the subject matter of this CD and SDs for the duration of the performance of the terms and provisions of this CD for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this CD, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIII (Dispute Resolution).

XXII. APPENDICES

84. The following appendices are attached to and incorporated into this CD:

“Appendix A” is the ROD.

“Appendix B” is the SOW.

“Appendix C” is the description and/or map of the Site.

“Appendix D” is the complete list of SDs.

XXIII. MODIFICATION

85. Except as provided in ¶ 13 (Modification of SOW or Related Deliverables), material modifications to this CD, including the SOW, shall be in writing, signed by the United States and SDs, and shall be effective upon approval by the Court. Except as provided in ¶ 13, non-material modifications to this CD, including the SOW, shall be in writing and shall be effective when signed by duly authorized representatives of the United States and SDs. All modifications to the CD, other than the SOW, also shall be signed by the State, or a duly authorized representative of the State, as appropriate. A modification to the SOW shall be considered material if it implements a ROD amendment that fundamentally alters the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(ii). Before providing its approval to any modification to the SOW, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

86. Nothing in this CD shall be deemed to alter the Court’s power to enforce, supervise, or approve modifications to this CD.

XXIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

87. This CD shall be lodged with the Court for at least 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the CD disclose facts or considerations that indicate that the CD is inappropriate, improper, or inadequate. SDs consent to the entry of this CD without further notice.

88. If for any reason the Court should decline to approve this CD in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXV. SIGNATORIES/SERVICE

89. Each undersigned representative of a SD to this CD and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice and the Chief of Legal Counsel of Litigation for the State Attorney General’s office certifies that he or she is fully authorized to enter into the terms and conditions of this CD and to execute and legally bind such Party to this document.

90. Each SD agrees not to oppose entry of this CD by this Court or to challenge any provision of this CD unless the United States has notified SDs in writing that it no longer supports entry of the CD.

91. Each SD shall identify, on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this CD. SDs agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. SDs need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this CD.

XXVI. FINAL JUDGMENT

92. This CD and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties regarding the settlement embodied in the CD. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this CD.

93. Upon entry of this CD by the Court, this CD shall constitute a final judgment between and among the United States, the State, and SDs. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS __ DAY OF _____, 2015.

United States District Judge

FOR THE UNITED STATES OF AMERICA:

Dated

John C. Cruden
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division
Washington, D.C. 20530

Ashleigh Morris
Trial Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

David A. Capp
United States Attorney
Northern District of Indiana

[Name]
Assistant United States Attorney
Northern District of Indiana
[Address]

Signature Page for CD regarding the Lusher Superfund Site

Richard C. Karl
Director, Superfund Division, Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604-3590

Thomas J. Krueger
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604-3590

Signature Page for CD regarding the Lusher Superfund Site

FOR THE STATE OF INDIANA:

Dated

Peggy Dorsey, Deputy Assistant Commissioner
For Bruce H. Palin
Assistant Commissioner
Office of Land Quality
Indiana Department of Environmental Management
100 N. Senate Avenue (IGCN 1101, MC 66-30)
Indianapolis, IN 46204

Dated

Patricia Orloff-Erdmann
For Gregg Zoeller, Indiana Attorney General
Chief of Legal Counsel of Litigation
Office of Indiana Attorney General
302 W. Washington St (IGCS Fifth Floor)
Indianapolis, IN 46204

Signature Page for CD regarding the Lusher Superfund Site

FOR _____:
[Print name of Settling Defendant]

Dated

Name (print):

Title:

Address:

Agent Authorized to Accept Service Name (print): _____
on Behalf of Above-signed Party: Title: _____

Company: _____

Address: _____

Phone: _____

email: _____

NOTE: A separate signature page must be signed by each settlor.

**REMEDIAL DESIGN/REMEDIAL ACTION
STATEMENT OF WORK
OPERABLE UNIT 1
LUSHER STREET GROUNDWATER CONTAMINATION
SUPERFUND SITE
City of Elkhart, Elkhart County, State of Indiana
EPA Region 5**

January 2015

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1. INTRODUCTION

- 1.1 Purpose of the SOW.** This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work. The Work is the remedial design/remedial action for the Lusher Street Groundwater Contamination Site (Site) set forth in the Interim Action Record of Decision (ROD) issued by the United States Environmental Protection Agency (EPA) on September 16, 2014. This SOW works in conjunction with the Consent Decree to which it is attached. The Settling Defendants shall comply with the ROD, the Consent Decree, this SOW, and all EPA-approved Site documents including the approved Remedial Design/Remedial Action (RD/RA) Work Plan, Site Operation and Maintenance (O&M) Plan, Quality Assurance Project Plan (QAPP), Sampling, Analysis, and Monitoring Plan (SAMP), Health and Safety Plan (HASP), applicable EPA Superfund RD and RA Guidance documents, and any additional guidance provided by U.S. EPA in reviewing deliverables for designing and implementing the remedial action at the Site.
- 1.2 Structure of the SOW.** Section 2 (Community Involvement) sets forth EPA's and Settling Defendants' (SDs') responsibilities for community involvement. Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables. Section 4 (Remedial Action) sets forth requirements regarding the completion of the RA, including primary deliverables related to completion of the RA. Section 5 (Reporting) sets forth SDs' reporting obligations. Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding SDs' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables. Section 7 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RA. Section 8 (State Participation) addresses State participation, and Section 9 (References) provides a list of references, including URLs.
- 1.3 The Scope of the Remedy** includes the interim actions described in Section 2.12 of the ROD, including:
- 1. Alternate Water Supply.** All homes in the groundwater area of concern that are not connected to the public water supply will be connected to the City of Elkhart municipal water supply; this is an estimated 72 properties. This will involve the extension of water mains and service connections where needed. Following completion of the connections, existing potable water wells will be abandoned to prevent future use.
 - Vapor Intrusion Mitigation.** Vapor intrusion mitigation will be implemented at buildings which overlie the portion of the Site-related groundwater contamination plume. EPA has determined that all buildings in the Vapor Intrusion (VI) area of concern will be remediated with sub-slab depressurization (SSD) (residential) or other appropriate vapor mitigation (eg, ventilation systems at commercial/industrial property). This is estimated to be approximately 200 buildings. A variety of techniques, including sub-slab depressurization (radon-

type system), passive sub-slab venting, and crawl space depressurization may be used for VI mitigation.

3. Operation and Maintenance (O&M). Vapor intrusion mitigation systems will operate and will be actively maintained until the entire sitewide RI/FS investigation is complete and the final remedies are implemented.
4. Institutional Controls (ICs). An institutional control, such as a local ordinance will establish requirements for all new construction above the groundwater plume to install VI mitigation systems and connect to the city water supply. An IC is also required to ensure notification to construction and utility workers of the presence of potentially contaminated groundwater. The ICs will remain in place until the source(s) are controlled and the groundwater achieves potable standards.

- 1.4 The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Consent Decree (CD), have the meanings assigned to them in CERCLA, in such regulations, or in the CD, except that the term "Paragraph" or "¶" means a paragraph of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

- (a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. Previously, during the RI/FS phase, EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities during the Work that are not already addressed or provided for in the existing CIP including, if applicable, any Technical Assistance Grant (TAG), and/or any use of the Technical Assistance Services for Communities (TASC) contract, and/or any Technical Assistance Plan (TAP).
- (b) SDs shall support EPA's community involvement activities. This may include providing online access to initial submissions and updates of deliverables to (1) Community Advisory Groups, (2) Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. EPA may describe in its CIP SDs' responsibilities for community involvement activities. All community involvement activities conducted by SDs at EPA's request are subject to EPA's oversight.
- (c) **SDs' CI Coordinator.** If requested by EPA, SDs shall, within 15 days, designate and notify EPA of SDs' Community Involvement Coordinator (SDs' CI Coordinator). SDs may hire a contractor for this purpose. SDs' notice must include the name, title, and qualifications of the SDs' CI Coordinator. SDs' CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

3. REMEDIAL DESIGN

3.1 RD Work Plan. SDs shall submit a Remedial Design (RD) Work Plan (RDWP) for EPA approval. The RDWP must include:

- (a) Plans for implementing all RD activities identified in this SOW, in the RDWP, or required by EPA to be conducted to develop the RD;

- (b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;
 - (c) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) as necessary to implement the Work;
 - (d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
 - (e) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
 - (f) Description of any proposed pre-design inventory of homes to be addressed in the interim remedy identified in the Lusher Site ROD;
 - (g) A description of the proposed approach to coordinate with the City of Elkhart for access to plan and to design the water mains in areas that lack municipal water mains;
 - (h) Description of measures to be taken to ensure that the work is designed and constructed in accordance with the most recent version of the City of Elkhart Standard Specifications for Construction;
 - (i) Descriptions of any applicable permitting requirements and other regulatory requirements;
 - (j) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases and/or easements, or access agreements (for e.g., with the City of Elkhart and home owners and business owners); and
 - (k) All supporting deliverables required to accompany the RDWP as specified in the RD Schedule set forth in ¶ 7.2 ("RD Schedule").
- 3.2** SDs shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA.
- 3.3 Preliminary (30%) RD.** SDs shall submit a Preliminary (30%) RD for EPA's comment. The Preliminary RD must include:
- (a) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);
 - (b) Preliminary drawings and specifications;
 - (c) Descriptions of permit requirements, if applicable;
 - (d) Preliminary Operation and Maintenance (O&M) Plan and O&M Manual;
 - (e) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009);
 - (f) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA;
 - (g) Any proposed revisions to the RA Schedule that is set forth in ¶ 7.3 (RA Schedule); and
 - (h) All supporting deliverables required to accompany the Preliminary RD as specified in the RD Schedule.
- 3.4 Pre-Final (95%) RD.** SDs shall submit the Pre-final (95%) RD for EPA's comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Preliminary (30%) RD. The Pre-final RD

will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's MasterFormat 2012;
- (b) A survey and engineering drawings showing existing Site features, such as elements, property borders, easements, and Site conditions;
- (c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary (30%) RD;
- (d) A specification for photographic documentation of the RA; and
- (e) Supporting deliverables as specified in the RD Schedule.

3.5 Final (100%) RD. SDs shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA's comments on the Pre-final RD and must include final versions of all Pre-final deliverables.

4. REMEDIAL ACTION

4.1 RA Work Plan. SDs shall submit a RA Work Plan (RAWP) for EPA approval that includes:

- (a) A proposed RA Construction Schedule in a format such as critical path method, Gantt chart, or Program Evaluation Review Technique (PERT);
- (b) An updated health and safety plan that covers activities during the RA; and
- (c) Plans for satisfying permitting requirements, including obtaining any necessary permits for off-site activity such as water mains and for satisfying substantive requirements of permits and access agreements from home/business owners for on-site activity.

4.2 Meetings and Inspections

- (a) **Preconstruction Conference.** SDs shall hold a preconstruction conference with EPA and others as directed or approved by EPA and as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995). SDs shall prepare minutes of the conference and shall distribute the minutes to all Parties.
- (b) **Periodic Meetings.** During the construction portion of the RA (RA Construction), SDs shall meet regularly with EPA, the City, the State, and others as directed or determined by EPA, to discuss construction issues. SDs shall distribute an agenda and list of attendees to all Parties prior to each meeting. SDs shall prepare minutes of the meetings and shall distribute the minutes to all Parties.
- (c) **Inspections**
 - (1) EPA shall conduct periodic inspections of the Work. At EPA's request, the Supervising Contractor or other designee shall accompany EPA during inspections.
 - (2) SDs shall provide personal protective equipment needed for EPA personnel and any oversight officials to perform their oversight duties.
 - (3) Upon notification by EPA of any deficiencies in the RA Construction, SDs shall take all necessary steps to correct the deficiencies and/or bring the RA Construction into compliance with the approved Final RD, any approved design changes, and/or the approved RAWP. If applicable, SDs shall comply with any schedule provided by EPA in its notice of deficiency.

4.3 Emergency Response and Reporting

- (a) **Emergency Response and Reporting.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, SDs shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 4.3(c)) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.
- (b) **Release Reporting.** Upon the occurrence of any event during performance of the Work that SDs are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, SDs shall immediately notify the authorized EPA officer orally.
- (c) The “authorized EPA officer” for purposes of immediate oral notifications and consultations under ¶ 4.3(a) and ¶ 4.3(b) is the EPA Project Coordinator, Syed Quadri, the EPA Alternate Project Coordinator, Nefertiti DiCosmo (if the EPA Project Coordinator is unavailable), or the EPA Emergency Response Unit, Region 5 (if neither EPA Project Coordinator is available).
- (d) For any event covered by ¶ 4.3(a) and ¶ 4.3(b), SDs shall: (1) within 14 days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 4.3 are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

4.4 Off-Site Shipments

- (a) SDs may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. SDs will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if SDs obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b). SDs may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if they comply with EPA’s *Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992).
- (b) SDs may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility’s state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation.

SDs also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. SDs shall provide the notice after the award of the contract for RA construction and before the Waste Material is shipped.

4.5 RA Construction Completion

- (a) For purposes of this ¶ 4.5, "RA Construction" comprises, for any RA that involves the construction and operation of a system to achieve Performance Standards (for example, groundwater or surface water restoration remedies), the construction of such system and the performance of all activities necessary for the system to function properly and as designed.
- (b) **Inspection of Constructed Remedy.** SDs shall schedule an inspection to review the construction and operation of the system and to review whether the system is functioning properly and as designed. The inspection must be attended by SDs and EPA and/or their representatives. A re-inspection must be conducted if requested by EPA.
- (c) **Shakedown Period.** There shall be a shakedown period of up to six months for EPA to review whether the remedy is functioning properly and performing as designed. SDs shall provide such information as EPA requests for such review.
- (d) **RA Report.** Following the shakedown period, SDs shall submit an "RA Report" requesting EPA's determination that RA Construction has been completed. The RA Report must: (1) include statements by a registered professional engineer and by SDs' Project Coordinator that construction of the system is complete and that the system is functioning properly and as designed; (2) include a demonstration, and supporting documentation, that construction of the system is complete and that the system is functioning properly and as designed; (3) include as-built drawings signed and stamped by a registered professional engineer; (4) be prepared in accordance with Chapter 2 (Remedial Action Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011); and (5) be certified in accordance with ¶ 6.5 (Certification).
- (e) If EPA determines that RA Construction is not complete, EPA shall so notify SDs. EPA's notice must include a description of, and schedule for, the activities that SDs must perform to complete RA Construction. EPA's notice may include a schedule for completion of such activities or may require SDs to submit a proposed schedule for EPA approval. SDs shall perform all activities described in the EPA notice in accordance with the schedule.
- (f) If EPA determines, based on the initial or any subsequent RA Report, that RA Construction is complete, EPA shall so notify SDs.

4.6 Certification of RA Completion

- (a) **RA Completion Inspection.** The RA is "Complete" for purposes of this ¶ 4.6 when it has been fully performed and the Performance Standards have been achieved. SDs shall schedule an inspection for the purpose of obtaining EPA's Certification of RA Completion. The inspection must be attended by SDs and EPA and/or their representatives.
- (b) **RA Report/Monitoring Report.** Following the inspection, SDs shall submit a RA Report/Monitoring Report to EPA requesting EPA's Certification of RA

Completion. The report must: (1) include certifications by a registered professional engineer and by SD's Project Coordinator that the RA is complete; (2) include as-built drawings signed and stamped by a registered professional engineer; (3) be prepared in accordance with Chapter 2 (Remedial Action Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011); (4) contain monitoring data to demonstrate that Performance Standards have been achieved; and (5) be certified in accordance with ¶ 6.5 (Certification).

- (c) If EPA concludes that the RA is not Complete, EPA shall so notify SDs. EPA's notice must include a description of any deficiencies. EPA's notice may include a schedule for addressing such deficiencies or may require SDs to submit a schedule for EPA approval. SDs shall perform all activities described in the notice in accordance with the schedule.
- (d) If EPA concludes, based on the initial or any subsequent RA Report/Monitoring Report requesting Certification of RA Completion, that the RA is Complete, EPA shall so certify to SDs. This certification will constitute the Certification of RA Completion for purposes of the CD, including Section XV of the CD (Covenants by Plaintiffs). Certification of RA Completion will not affect SDs' remaining obligations under the CD.

4.7 Certification of Work Completion

- (a) **Work Completion Inspection.** SDs shall schedule an inspection for the purpose of obtaining EPA's Certification of Work Completion. The inspection must be attended by SDs and EPA and/or their representatives.
- (b) **Work Completion Report.** Following the inspection, SDs shall submit a report to EPA requesting EPA's Certification of Work Completion. The report must: (1) include certifications by a registered professional engineer and by SDs' Project Coordinator that the Work, including all O&M activities, is complete; and (2) be certified in accordance with ¶ 6.5 (Certification). If the RA Report/Monitoring Report submitted under ¶ 4.6(b) includes all elements required under this ¶ 4.7(b), then the RA Report/Monitoring Report suffices to satisfy all requirements under this ¶ 4.7(b).
- (c) If EPA concludes that the Work is not complete, EPA shall so notify SDs. EPA's notice must include a description of the activities that SDs must perform to complete the Work. EPA's notice must include specifications and a schedule for such activities or must require SDs to submit specifications and a schedule for EPA approval. SDs shall perform all activities described in the notice or in the EPA-approved specifications and schedule.
- (d) If EPA concludes, based on the initial or any subsequent report requesting Certification of Work Completion, that the Work is complete, EPA shall so certify in writing to SDs. Issuance of the Certification of Work Completion does not affect the following continuing obligations: (1) activities under the Periodic Review Support Plan; (2) obligations under Sections VIII (Property Requirements), XIX (Retention of Records), and XVIII (Access to Information) of the CD; (3) Institutional Controls obligations as provided in the Institutional Controls Implementation and Assurance Plan (ICIAP); (4) reimbursement of EPA's Future Response Costs under Section X (Payments for Response Costs) of

the CD; and (5) additional remedial actions not included in the Work required under this SOW and the CD.

5. REPORTING

- 5.1 Progress Reports.** Commencing with the month following lodging of the CD and until EPA approves the RA Construction Completion, SDs shall submit progress reports to EPA on a monthly basis, or as otherwise requested by EPA. The reports must cover all activities that took place during the prior reporting period, including:
- (a) The actions that have been taken toward achieving compliance with the CD;
 - (b) A summary of all results of sampling, tests, and all other data received or generated by SDs;
 - (c) A description of all deliverables that SDs submitted to EPA;
 - (d) A description of all activities relating to RA Construction that are scheduled for the next six weeks;
 - (e) An updated RA Construction Schedule, together with information regarding percentage of completion, delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
 - (f) A description of any modifications to the work plans or other schedules that SDs have proposed or that have been approved by EPA; and
 - (g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) during the reporting period and those to be undertaken in the next six weeks.
- 5.2 Notice of Progress Report Schedule Changes.** If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 5.1(d), changes, SDs shall notify EPA of such change at least 7 days before performance of the activity.

6. DELIVERABLES

- 6.1 Applicability.** SDs shall submit deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. Paragraphs 6.2 (In Writing) through 6.4 (Technical Specifications) apply to all deliverables. Paragraph 6.5 (Certification) applies to any deliverable that is required to be certified. Paragraph 6.6 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.
- 6.2 In Writing.** As provided in ¶ 82 of the CD, all deliverables under this SOW must be in writing unless otherwise specified.
- 6.3** All deliverables must be submitted by the deadlines in the RD Schedule or RA Schedule, as applicable. SDs shall submit all deliverables to EPA in electronic form. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5" by 11", SDs shall also provide EPA with paper copies of such exhibits.
- 6.4 Technical Specifications**
- (a) Sampling and monitoring data should be submitted in standard regional EQUIS Electronic Data Deliverable (EDD) format. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.
 - (b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format and (2) as unprojected

geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://edg.epa.gov/EME/>.

- (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <http://www.epa.gov/geospatial/policies.html> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by SDs does not, and is not intended to, define the boundaries of the Site.

6.5 Certification. All deliverables that require compliance with this ¶ 6.5 must be signed by the SDs' Project Coordinator, or other responsible official of SDs, and must contain the following statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

6.6 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under the CD or the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.
- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.6(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.6(a), SDs shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions;

(3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring SDs to correct the deficiencies; or (5) any combination of the foregoing.

- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 6.6(a) (Initial Submissions) or ¶ 6.6(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the CD; and (2) SDs shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.6(a) or ¶ 6.6(b) does not relieve SDs of any liability for stipulated penalties under Section XIV (Stipulated Penalties) of the CD.

6.7 Supporting Deliverables. SDs shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. The deliverables must be submitted, for the first time, by the deadlines in the RD Schedule or the RA Schedule, or any other EPA-approved schedule, as applicable. SDs shall develop the deliverables in accordance with all applicable regulations, guidances, and policies (see Section 9 (References)). SDs shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by the Work. SDs shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:
- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 4.3(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and

- (5) A description of all necessary actions to ensure compliance with Paragraph 11 (Emergencies and Releases) of the CD in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) supplements the QAPP and addresses all sample collection activities. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. SDs shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) addresses sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of SDs' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. SDs shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:
 - (1) To ensure that EPA and the State and their authorized representative have reasonable access to laboratories used by SDs in implementing the CD (SDs' Labs);
 - (2) To ensure that SDs' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that SDs' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis*, ILM05.4 (Dec. 2006); *USEPA Contract Laboratory Program Statement of Work for Organic Analysis*, SOM01.2 (amended Apr. 2007); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM01.2 (Jan. 2010)) or other methods acceptable to EPA;
 - (4) To ensure that SDs' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;
 - (5) For SDs to provide EPA and the State with notice at least 14 days prior to any sample collection activity;
 - (6) For SDs to provide split samples and/or duplicate samples to EPA and the State upon request;
 - (7) For EPA and the State to take any additional samples that they deem necessary;
 - (8) For EPA and the State to provide to SDs, upon request, split samples and/or duplicate samples in connection with EPA's and the State's oversight sampling; and

- (9) For SDs to submit to EPA and the State all sampling and tests results and other data in connection with the implementation of the CD.
- (e) **Site Wide Monitoring Plan.** The purpose of the Site Wide Monitoring Plan (SWMP) is to obtain baseline information regarding the extent of contamination in affected media at the Site; to obtain information, through short- and long-term monitoring, about the movement of and changes in contamination throughout the Site, before and during implementation of the RA; to obtain information regarding contamination levels to determine whether PS are achieved; and to obtain information to determine whether to perform additional actions, including further Site monitoring. The SWMP must include:
- (1) Description of the environmental media to be monitored;
 - (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - (4) Description of verification sampling procedures;
 - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies; and
 - (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).
- (f) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance Plan (CQAP) is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. The purpose of the Construction Quality Control Plan (CQCP) is to describe the activities to verify that RA construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the Performance Standards (PS) required to be met to achieve Completion of the RA;
 - (3) Describe the activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;

- (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (7) Describe procedures for documenting all CQA/QCP activities; and
 - (8) Describe procedures for retention of documents and for final storage of documents.
- (g) **Transportation and Off-Site Disposal Plan.** The Transportation and Off-Site Disposal Plan (TODP) describes plans to ensure compliance with ¶ 4.4 (Off-Site Shipments). The TODP must include:
 - (1) Proposed routes for off-site shipment of Waste Material;
 - (2) Identification of communities affected by shipment of Waste Material; and
 - (3) Description of plans to minimize impacts on affected communities.
- (h) **O&M Plan.** The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. SDs shall develop the O&M Plan in accordance with *Operation and Maintenance in the Superfund Program*, OSWER 9200.1 37FS, EPA/540/F-01/004 (May 2001). The O&M Plan must include the following additional requirements:
 - (1) Description of PS required to be met to implement the ROD;
 - (2) Description of activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (3) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;
 - (4) Description of corrective action in case of systems failure, including:
 - (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve PS; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and
 - (5) Description of corrective action to be implemented in the event that PS are not achieved; and a schedule for implementing these corrective actions.
- (i) **O&M Manual.** The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. SDs shall develop the O&M Manual in accordance with *Operation and Maintenance in the Superfund Program*, OSWER 9200.1 37FS, EPA/540/F-01/004 (May 2001).
- (j) **Institutional Controls Implementation and Assurance Plan.** The ICIAP describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at the Site. SDs shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). The ICIAP must include the following additional requirements:

- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests; and
 - (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA). Survey guidelines and certified by a licensed surveyor.
- (k) **Periodic Review Support Plan.** The Periodic Review Support Plan addresses the studies and investigations that SDs shall conduct to support EPA's reviews of whether the RA is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) (also known as "Five-year Reviews"). SD shall develop the plan in accordance with *Comprehensive Five-year Review Guidance*, OSWER 9355.7-03B-P (June 2001), and any other relevant five-year review guidances.

7. SCHEDULES

7.1 Applicability and Revisions. All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. SDs may submit proposed revised RD Schedules or RA Schedules for EPA approval. Upon EPA's approval, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously-approved RD and/or RA Schedules.

7.2 RD Schedule

	Description of Deliverable, Task	Included Supporting Deliverable	¶ Ref.	Deadline
1	RDWP	HASP, ERP, FSP, QAPP, SWMP, TSWP	3.1	90 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ 9.c
2	Preliminary (30%) RD	CQA/QCP, TODP, O&M Plan, O&M Manual, ICIAP	3.3	135 days after EPA approval of Final RDWP
3	Pre-final (95%) RD	Same as above	3.4	90 days after EPA comments on Preliminary RD
4	Final (100%) RD	Same as above	3.4(e)	30 days after EPA comments on Pre-final RD
5	TAP		10.1(c)	30 days after EPA request
6	Designate TAP Coordinator		10.1(c)(7)	30 days after EPA request for TAP

7.3 RA Schedule

	Description of Deliverable / Task	¶ Ref.	Deadline
1	Award RA contract		30 days after EPA Notice of Authorization to Proceed with RA
2	RAWP	4.1	60 days after EPA Notice of Authorization to Proceed with RA
3	Pre-Construction Conference	4.2(a)	30 days after Approval of RAWP
4	Start of Construction		60 days after Approval of RAWP
5	Completion of Construction		As approved in the Final Design
6	Pre-final Inspection	4.5(b)	30 days after completion of construction
7	Pre-final Inspection Report	4.5(d)	60 days after completion of Pre-final Inspection
8	Final Inspection		30 days after Completion of Work identified in Pre-final Inspection Report
9	RA Report	4.5(d)	30 days after Final Inspection
10	Monitoring Report	4.6(b)	90 days after Final Inspection
11	Work Completion Report	4.7(b)	30 days after Final Inspection
12	Periodic Review Support Plan	6.7(k)	Five years after Start of RA Construction

8. STATE PARTICIPATION

- 8.1 Copies.** SDs shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to SDs, send a copy of such document to the State.
- 8.2 Review and Comment.** The State will have a reasonable opportunity for review and comment prior to:
- (a) Any EPA approval or disapproval under ¶ 6.6 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and
 - (b) Any approval or disapproval of the Construction Phase under ¶ 4.5 (RA Construction Completion), any disapproval of, or Certification of RA Completion under ¶ 4.6 (Certification of RA Completion), and any disapproval of, or Certification of Work Completion under ¶ 4.7 (Certification of Work Completion).

9. REFERENCES

- 9.1** The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 9.2:
- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
 - (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
 - (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
 - (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).

- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr.1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).
- (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).
- (l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (n) Operation and Maintenance in the Superfund Program, OSWER 9200.1-37FS, EPA/540/F-01/004 (May 2001).
- (o) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).
- (p) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (q) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (r) Quality Systems for Environmental Data and Technology Programs -- Requirements with Guidance for Use, ANSI/ASQ E4-2004 (2004).
- (s) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (t) Superfund Community Involvement Handbook, EPA/540/K-05/003 (Apr. 2005).
- (u) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (v) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (w) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (x) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).
- (y) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).
- (z) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at <http://www.epa.gov/geospatial/policies.html> and http://www.epa.gov/geospatial/docs/National_Geospatial_Data_Policy.pdf.

- (aa) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (bb) Principles for Greener Cleanups (Aug. 2009), available at <http://www.epa.gov/oswer/greenercleanups/>.
- (cc) Providing Communities with Opportunities for Independent Technical Assistance in Superfund Settlements, Interim (Sep. 2009).
- (dd) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).
- (ee) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (ff) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (gg) Recommended Evaluation of Institutional Controls: Supplement to the "Comprehensive Five-Year Review Guidance," OSWER 9355.7-18 (Sep. 2011).
- (hh) Construction Specifications Institute's MasterFormat 2012, available from the Construction Specifications Institute, www.csinet.org/masterformat.
- (ii) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)
- (jj) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (kk) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (ll) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), <http://www.epaossc.org/HealthSafetyManual/manual-index.htm>.
- (mm) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (nn) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (oo) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).

9.2 A more complete list may be found on the following EPA Web pages:
 Laws, Policy, and Guidance <http://www.epa.gov/superfund/policy/index.htm>
 Test Methods Collections <http://www.epa.gov/fem/methcollectns.htm>

9.3 For any regulation or guidance referenced in the CD or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after SDs receive notification from EPA of the modification, amendment, or replacement.

10. TECHNICAL ASSISTANCE PLAN

10.1 SDs' Responsibilities for Technical Assistance

- (a) If EPA requests, SDs shall arrange for a qualified community group to receive the services of a technical advisor(s) who can: (i) help group members understand Site cleanup issues (specifically, to interpret and comment on Site-related documents developed under this SOW); and (ii) share this information with others in the community. The technical advisor(s) will be independent from the SDs. SDs' Technical Assistance Plan (TAP) assistance will be limited to \$50,000, except as provided in ¶ 10.1(d)(3), and will end when EPA issues the Certification of Work Completion under ¶ 4.7. SDs shall implement this requirement under a TAP.
- (b) If EPA requests, SDs shall cooperate with EPA in soliciting interest from community groups regarding a TAP at the Site. If more than one community group expresses an interest in a TAP, SDs shall cooperate with EPA in encouraging the groups to submit a single, joint application for a TAP.
- (c) If EPA requests, SDs shall, within 30 days, submit a proposed TAP for EPA approval. The TAP must describe the SDs' plans for the qualified community group to receive independent technical assistance. The TAP must include the following elements:
 - (1) For SDs to arrange for publication of a notice in local media that they have received a Letter of Intent (LOI) to submit an application for a TAP. The notice should explain how other interested groups may also try to combine efforts with the LOI group or submit their own applications, by a reasonable specified deadline;
 - (2) For SDs to review the application(s) received and determine the eligibility of the community group(s). The proposed TAP must include eligibility criteria as follows:
 - (i) A community group is eligible if it is: (a) comprised of people who are affected by the release or threatened release at the Site, and (b) able to demonstrate its ability to adequately and responsibly manage TAP-related responsibilities.
 - (ii) A community group is ineligible if it is: (a) a potentially responsible party (PRP) at the Site, represents such a PRP, or receives money or services from a PRP (other than through the TAP); (b) affiliated with a national organization; (c) an academic institution; (d) a political subdivision; (e) a tribal government; or (f) a group established or presently sustained by any of the above ineligible entities; or (g) a group in which any of the above ineligible entities is represented.
 - (3) For SDs to notify EPA of their determination on eligibility of the applicant group(s) to ensure that the determination is consistent with the SOW before notifying the group(s);
 - (4) If more than one community group submits a timely application, for SDs to review each application and evaluate each application based on the following elements:

- (i) The extent to which the group is representative of those persons affected by the Site; and
 - (ii) The effectiveness of the group's proposed system for managing TAP-related responsibilities, including its plans for working with its technical advisor and for sharing Site-related information with other members of the community.
 - (5) For SDs to document their evaluation of, and their selection of, a qualified community group, and to brief EPA regarding their evaluation process and choice. EPA may review SDs' evaluation process to determine whether the process satisfactorily follows the criteria in ¶ 10.1(c)(4). TAP assistance may be awarded to only one qualified group at a time;
 - (6) For SDs to notify all applicant(s) about SDs' decision;
 - (7) For SDs to designate a person (TAP Coordinator) to be their primary contact with the selected community group;
 - (8) A description of SDs' plans to implement the requirements of ¶ 10.1(d) (Agreement with Selected Community Group); and
 - (9) For SDs to submit quarterly progress reports regarding the implementation of the TAP.
- (d) **Agreement with Selected Community Group**
- (1) SDs shall negotiate an agreement with the selected community group that specifies the duties of SDs and the community group. The agreement must specify the activities that may be reimbursed under the TAP and the activities that may not be reimbursed under the TAP. The list of allowable activities must be consistent with 40 C.F.R. § 35.4070 (e.g., obtaining the services of an advisor to help the group understand the nature of the environmental and public health hazards at the Site and the various stages of the response action, and communicating Site information to others in the community). The list of non-allowable activities must be consistent with 40 C.F.R. § 35.4075 (e.g., activities related to litigation or political lobbying).
 - (2) The agreement must provide that SDs' review of the Community Group's recommended choice for Technical Advisor will be limited, consistent with 40 C.F.R. §§ 35.4190 and 35.4195, to criteria such as whether the advisor has relevant knowledge, academic training, and relevant experience as well as the ability to translate technical information into terms the community can understand.
 - (3) The agreement must provide that the Community Group is eligible for additional TAP assistance, if it can demonstrate that it has effectively managed its TAP responsibilities to date, and that at least three of the following 10 factors are satisfied:
 - (i) EPA expects that more than eight years (beginning with the initiation of the RI/FS) will pass before construction completion will be achieved;
 - (ii) EPA requires treatability studies or evaluation of new and innovative technologies;
 - (iii) EPA reopens the ROD;

- (iv) The public health assessment (or related activities) for the Site indicates the need for further health investigations and/or health-related activities;
 - (v) After SDs' selection of the Community Group for the TAP, EPA designates additional operable units at the Site;
 - (vi) EPA issues an Explanation of Significant Differences for the ROD;
 - (vii) After SDs' selection of the Community Group, a legislative or regulatory change results in significant new Site information;
 - (viii) Significant public concern about the Site exists, as evidenced, e.g., by relatively large turnout at meetings, the need for multiple meetings, the need for numerous copies of documents to inform community members, etc.;
 - (ix) Any other factor that, in EPA's judgment, indicates that the Site is unusually complex; or
 - (x) A RI/FS costing at least \$2 million was performed at the Site.
- (4) SDs are entitled to retain any unobligated TAP funds upon EPA's Certification of Work Completion under ¶ 4.7.
- (5) SDs shall submit a draft of the proposed agreement to EPA for its comments.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590



NOV 18 2014

MEMORANDUM

Subject: Superfund Site No. 05AB
Lusher Street Groundwater Site, IN
Itemized Cost Summary Request

From: Darius L. Taylor, Financial Specialist
Cost Recovery Team
Program Accounting & Analysis Section *Darius L. Taylor*

Through: Richard D. Hackley, Section Chief *R.D. Hackley*
Program Accounting & Analysis Section *for*

To: Thomas Krueger, Senior Attorney
ORC, IMMEDIATE OFFICE, MULTI-MEDIA BRANCH II SECTION 1

The attached Itemized Cost Summary outlines all of the cumulative cost expenditures in the Integrated Financial Management/Compass Systems for Lusher Street Groundwater Site, IN.

We have computed and included for your information Region V's indirect costs. Based on adjustments recommended by the Office of Inspector General's Superfund audit for Fiscal Years 83 through 86, final indirect cost rates will be:

FY 1983	FY 1984	FY 1985	FY 1986	FY 1987	FY 1988	FY 1989
\$71.00	\$61.00	\$53.00	\$51.00	\$53.00	\$64.00	\$64.00

Indirect cost rates for these years were conservative and did not result in allocating all indirect costs to sites.

Therefore, starting in FY90 a new full cost indirect cost rate methodology was applied to Superfund sites. This essentially means that the new indirect cost rates will be expressed as a percentage of total direct site costs as opposed to a dollar rate per hour (as was true under the old methodology). The resulting indirect cost rates for FY90 through FY 2013 are based on actual costs for those fiscal years and are as follows:

FY 1990	FY 1991	FY 1992	FY 1993	FY 1994	FY 1995	FY 1996	FY 1997	FY 1998
31.03%	27.61%	29.75%	33.32%	35.87%	26.84%	32.57%	39.72%	38.85%
FY 1999	FY 2000	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007
39.21%	38.26%	42.38%	52.45%	55.15%	52.57%	61.71%	56.23%	62.91%
FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	
61.66%	62.76%	49.25%	61/61%	56.41%	57.47%	57.47%	57.47%	

The indirect cost rate for FY 2014 and FY 2015 will be 57.47% and is based on FY 2013 costs. This rate is provisional and will be updated upon subsequent indirect cost calculations.

The third report lists all the non-payroll and indirect cost expenses related to the site, i.e., travel, shipping, purchases, state assistance agreements, Interagency Agreements and contractor costs. The reports are through September 30, 2014. We have also attached a listing that gives definitions of the various object class codes that may appear on the reports.

If you have any questions or require any additional assistance, please contact Darius Taylor at FTS 353-3241.

Attachments

OBJECT CLASS LIST

OBJECT CLASS	DEFINITION
21.11	Per Diem & Subsistence while on Travel.
21.13	Common Carrier.
21.14	Privately Owned Vehicle.
21.15	Commercial Rental Vehicle.
21.17	Incidental Costs.
22.09	Other Transportation - Other expenses such as parcel post, contractual charges for the transportation and care to things. Management & Support Contracts - Contracts for management support, or administrative requirements not otherwise classified.
25.35	Program Contracts - Planned dollars for contracts which support program operations. Included in this category are contracts for monitoring, for surveillance and analysis, for Regional laboratory analysis and analysis of programs.
25.70	Interagency Agreements - Contracts and agreements with other Government Agencies.
25.76	Site Supervision & Development Interagency Agreements - Agreements for the purpose of construction monitoring, investigating, studying and cleaning up hazardous waste sites or emergency response on spills.
31.06	Protective Equipment and Clothing - Personal.
31.80	Other Equipment valued at more than \$500.
31.90	Other Equipment valued at less than \$500.
41.83	Investigations, Surveys, or Studies Awards to governmental or non-governmental or individuals for investigations, surveys, or studies of solid waste pollution.
41.85	Superfund Remedial Planning & Implementation Awards to organization or individuals for remedial planning or disposal for hazardous materials.

Reconciliation Pending

Itemized Cost Summary

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

REGIONAL PAYROLL COSTS	\$535,789.38
HEADQUARTERS PAYROLL COSTS	\$5,413.04
REGIONAL TRAVEL COSTS	\$29,022.78
EMERGENCY REMOVAL CLEANUP (ERC) CONTRACT	
IT ENVIRONMENTAL PROGRAMS, INC. (68-01-7460)	\$51,210.73
ENVIRONMENTAL RESTORATION, LLC (68-S5-0201)	\$5,959.21
ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT	
GRB ENVIRONMENTAL SERVICES, INC. (EPW05013)	\$39,899.30
TOEROEK ASSOCIATES INC. (EPW10011)	\$106,922.17
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)	
TECHLAW, INC. (EPW06031)	\$260,147.54
INTERAGENCY AGREEMENT (IAG)	
DEPARTMENT OF INTERIOR (DW14948147)	\$8,043.19
RESPONSE ACTION (RAC) CONTRACT	
SULTRAC, JV (EPS50602)	\$2,050,463.25
SUPERFUND COOPERATIVE AGREEMENT (SCA)	
INDIANA DEM (V00E00779)	\$2,700.00
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (V00E00994)	\$11,158.00
INDIANA DEM (V01E00994)	\$13,114.00
INDIANA DEM (V96500302)	\$39,986.00
SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)	
STN ENVIRONMENTAL JOINT VENTURE (EPS50603)	\$11,919.80
WESTON SOLUTIONS, INC. (EPS50604)	\$244,476.95
TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT	

Reconciliation Pending

Itemized Cost Summary

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ROY F. WESTON (68-01-7367)	\$45,597.82
TECHNICAL ENFORCEMENT SUPPORT (TES) CONTRACT	
PLANNING RESEARCH CORPORATION (68-W9-0006)	\$49.42
TECHNICAL SERVICE AND SUPPORT	
ARCTIC SLOPE REGIONAL CORP(ASRC) (68-W0-1002)	\$74.70
DYNACORP SYSTEMS & SOLUTIONS LLC (68-W0-3016)	\$28,036.88
ASRC MANAGEMENT SERVICES, INC. (EPW05052)	\$342.59
COMPUTER SCIENCES CORPORATION (EPW06046)	\$18,597.96
PRIMUS SOLUTIONS, INC. (EPW11024)	\$2,105.80
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$218,326.71
MISCELLANEOUS COSTS (MIS)	\$109.44
EPA INDIRECT COSTS	\$2,124,153.22
TOTAL SITE COSTS BEFORE COST RECOVERY COLLECTIONS	\$5,853,619.88
COLLECTIONS/ADJUSTMENTS	(\$152,330.32)
Total Site Costs:	\$5,701,289.56

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALLEN, CHERYL PUBLIC AFFAIRS SPECIALIST	2014	16	14.00	986.79
			<u>14.00</u>	<u>\$986.79</u>
ARRAZOLA, IGNACIO GENERAL ATTORNEY	1992	21	0.50	6.91
			<u>0.50</u>	<u>\$6.91</u>
AULTZ, ERICA Environmental Engineer	2006	19	0.50	10.08
		20	8.25	172.63
	2007	09	1.00	25.80
		10	4.50	116.11
		12	0.25	6.33
		13	2.00	51.22
		14	3.00	77.39
		15	4.00	103.21
		16	15.75	406.34
		17	5.75	148.35
		18	3.00	77.39
		20	6.00	186.44
		22	1.00	31.28
	2008	19	0.25	8.03
			<u>55.25</u>	<u>\$1,420.60</u>
BARTMAN, FRED ENVIRONMENTAL SCIENTIST	2008	14	5.00	345.49
		15	27.00	1,865.71
		16	19.00	1,312.91
		17	3.00	207.31
		18	3.00	207.32
		19	3.00	207.30
		20	31.00	2,142.12
		21	5.00	345.50
		24	7.00	483.71
		25	4.00	278.32
		26	34.00	2,349.42
	2009	03	39.00	2,694.90
		06	3.00	207.31

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BARTMAN, FRED	2009	07	4.00	276.35
		09	6.00	431.68
		10	7.00	503.61
		11	27.00	1,942.52
		12	8.00	575.57
		15	37.00	2,661.98
		16	14.00	1,007.25
		17	30.00	2,158.37
		20	4.00	287.78
		21	5.00	359.74
		22	6.00	431.67
		23	6.00	431.68
		24	6.00	434.54
		25	3.00	215.84
		26	31.00	2,230.31
	2010	02	2.00	143.88
		03	2.00	143.89
		05	4.00	287.79
		08	1.00	73.57
		09	7.00	514.96
		10	7.00	514.96
		12	5.00	367.83
		14	37.00	2,721.93
		15	2.00	147.13
		19	40.00	2,942.63
		21	5.00	367.83
		22	5.00	372.61
		23	35.00	2,574.80
		24	12.00	882.79
		25	40.00	2,942.63
		26	35.00	2,516.17
		27	4.00	286.77
	2011	01	6.00	432.31
		02	34.00	2,453.77
		03	4.00	288.67
		04	5.00	360.28
		05	31.00	2,233.79

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BARTMAN, FRED	2011	06	33.00	2,377.90
		10	9.00	651.53
		12	6.00	434.35
		13	3.00	217.18
		14	35.00	2,533.71
		15	6.00	434.35
		16	4.00	289.56
		18	2.00	144.79
		20	6.00	434.35
		23	8.00	582.97
		24	6.00	434.35
		26	4.00	289.56
	2012	02	9.00	652.54
		03	9.00	652.54
		05	4.00	290.00
		09	1.00	72.66
		12	3.00	169.30
		14	5.00	368.86
		15	3.00	221.32
		19	6.00	431.12
		21	3.00	169.69
			865.00	\$62,019.83
BEDNARZ, MICHAEL	2012	11	0.25	16.17
Lead Accountant		20	0.25	16.17
			0.50	\$32.34
BISHLAWI, RANDA	2014	25	2.50	232.07
ATTORNEY ENVIRONMENTAL LAW			2.50	\$232.07
BOENZI, FRANK	2008	17	27.00	1,593.21
CIVIL INVESTIGATOR		19	8.00	472.05
		20	7.00	413.05
		22	4.00	236.03
		23	45.00	2,655.35
		24	3.00	177.03

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BOENZI, FRANK	2008	25	2.00	118.20
		26	9.00	531.05
	2009	15	31.00	1,904.05
	2010	19	44.00	2,761.54
		20	40.00	2,510.50
		21	9.00	564.86
		22	4.00	251.78
		23	42.00	2,636.02
		24	20.00	1,255.24
		25	46.00	2,887.06
		26	9.00	564.86
		04	4.00	251.05
		15	11.00	692.13
		16	6.00	377.53
			371.00	\$22,852.59
BOHLEN, CAROLYN ENVIRONMENTAL PROTECTION SPECIALIST	2012	26	0.50	42.21
		27	0.25	20.95
	2013	04	0.50	40.26
		08	0.75	63.35
		10	0.50	43.65
		13	0.50	42.33
		16	0.50	41.64
		19	1.25	104.10
		23	0.25	21.16
		26	0.50	41.73
			5.50	\$461.38
BOWDEN, ROBERT J SUPERVISORY ENVIRONMENTAL SCIENTIST	1988	04	1.00	30.42
		06	2.00	60.85
		13	1.00	31.63
		19	2.00	63.29
			6.00	\$186.19
BROWN, JAIME Environmental Scientist	2014	20	3.00	211.57
			3.00	\$211.57

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BYRD, SHEILA	1997	21	1.00	18.87
FINANCIAL ASSISTANT	1998	09	0.50	9.68
			1.50	\$28.55
BYVIK, RICHARD	2009	05	19.00	1,144.04
CHEMIST		14	4.00	250.68
	2010	17	11.00	704.04
		18	12.00	785.33
		24	6.00	394.74
			52.00	\$3,278.83
CHAPMAN, JAMES	2012	02	4.00	290.71
ECOLOGIST			4.00	\$290.71
CHILTON, DONALD E.	1991	21	44.00	1,248.24
INVESTIGATOR		22	27.00	765.94
			71.00	\$2,014.18
CO, GRACE	2008	06	6.00	260.61
ENFORCEMENT SPECIALIST		08	1.00	45.01
		09	8.75	393.87
		10	0.50	22.51
		11	7.00	315.08
		15	2.00	90.03
		16	2.00	90.03
		21	8.50	382.59
		22	4.50	202.56
		23	1.00	45.02
		24	0.50	23.13
		26	7.25	326.35
	2009	02	0.50	22.51
		12	10.50	507.67
		15	5.00	241.76
	2010	27	1.00	50.19
	2011	03	1.00	51.11
		13	5.25	269.48
		14	1.50	76.99

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CO, GRACE	2011	15	11.00	564.62
		16	10.00	513.30
		19	3.00	153.99
		20	4.00	205.32
		26	2.50	128.33
		27	2.00	102.09
	2012	01	3.00	154.88
		02	2.00	102.81
		03	1.00	51.40
		04	2.00	102.81
		05	6.00	308.44
		06	4.00	211.66
		07	0.50	26.45
		08	5.00	265.30
		09	2.50	132.64
		11	0.50	26.57
		12	5.00	265.71
		13	3.00	159.43
		14	3.00	159.43
		15	7.00	371.99
		16	2.00	106.30
		21	2.00	106.31
		22	1.00	53.14
		25	0.50	26.57
		26	8.00	425.13
		27	2.50	130.89
	2013	01	3.00	162.14
		02	2.50	132.86
		03	6.00	318.86
		04	21.50	1,142.56
		05	1.50	79.71
		07	8.00	425.13
		08	1.00	53.14
		09	3.00	164.47
		10	2.00	109.65
		12	6.50	356.31
		13	9.00	493.37

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CO, GRACE	2013	14	10.00	548.21
		15	4.00	219.28
		16	3.00	161.47
		17	1.50	80.73
		18	1.50	80.72
		19	2.00	107.62
		20	2.00	109.66
		21	0.50	26.91
		23	11.50	625.38
		24	1.00	54.83
		25	5.50	301.51
		26	19.00	1,041.57
		27	8.75	479.68
	2014	03	16.00	877.12
		04	16.50	904.53
		05	15.00	822.30
		06	20.50	1,154.49
		07	5.25	277.96
		08	10.00	563.16
		09	11.00	641.55
		10	18.50	1,078.99
		11	14.00	816.53
		12	11.00	641.55
		13	31.50	1,837.19
		14	36.00	2,099.63
		15	7.00	376.77
		16	10.00	583.23
		17	3.00	174.98
		20	1.00	58.33
		21	0.50	29.16
			<u>527.75</u>	<u>\$28,485.25</u>
COLLETTI, SYLVESTER ACCOUNTANT	1992	13	15.00	418.68
			<u>15.00</u>	<u>\$418.68</u>
DABABNEH, FOUAD	2008	12	0.50	27.71

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL ENGINEER	2009	08	5.00	296.41
		09	8.00	474.30
		10	8.00	474.30
		11	8.00	474.30
		12	9.00	533.57
		13	4.00	237.14
		15	3.00	177.85
	2010	12	2.00	121.46
	2011	18	1.00	62.78
		25	1.00	62.78
		26	4.00	251.12
		27	3.00	188.34
		2012	01	1.00
		03	1.00	62.87
		25	1.00	63.21
		26	11.00	695.29
		27	9.00	568.88
	2013	01	8.00	505.66
		02	9.00	568.87
		03	5.00	316.04
		04	6.00	379.25
		05	3.00	189.63
		06	2.00	126.42
		07	2.00	126.61
		09	3.00	190.62
		10	20.00	1,270.83
		11	6.00	381.24
		12	2.00	127.08
		13	9.00	571.87
			154.50	\$9,589.21
DICOSMO, NEFERTITI	2014	25	3.50	241.06
SIMMONS, NEFERTITI				
ENVIRONMENTAL SCIENTIST			3.50	\$241.06
DRAUGELIS, ARUNAS	2008	16	15.00	847.65

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
Toxicologist	2008	17	14.00	791.14
		18	8.00	452.08
		19	12.00	678.12
		20	11.00	621.60
		21	16.00	904.16
		22	15.00	847.65
		23	14.00	811.22
		24	9.00	508.60
		25	2.00	113.02
		26	21.00	1,186.70
	2009	01	8.00	452.39
		02	10.00	565.10
		03	25.00	1,412.76
		04	12.00	678.12
		05	14.00	791.14
		06	6.00	339.06
		07	10.00	565.10
		08	8.00	471.08
		09	10.00	588.84
		10	8.00	471.07
		11	2.00	117.76
		14	5.00	294.43
		15	9.00	529.95
		16	14.00	824.38
		17	2.00	117.76
		18	11.00	647.72
		19	5.00	294.43
		20	5.00	294.43
		21	9.00	529.95
		22	4.00	242.01
		23	6.00	363.02
		26	4.00	242.01
	2010	01	10.00	605.74
		02	5.00	302.52
		03	7.00	423.53
		04	13.00	786.54
		05	9.00	544.54

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
DRAUGELIS, ARUNAS	2010	06	5.00	302.52
		07	4.00	242.31
		08	23.00	1,425.45
		09	13.00	805.69
		10	12.00	743.71
		11	9.00	557.79
		12	4.00	247.90
		13	4.00	247.90
		15	6.00	371.85
		16	2.00	123.94
		17	24.00	1,487.43
		18	12.00	743.71
		19	11.00	681.74
		20	7.00	433.83
		21	6.00	371.85
		22	3.00	185.93
		23	5.00	309.87
		24	6.00	371.85
		25	6.00	371.85
		26	2.00	123.95
	2011	04	3.00	185.93
		05	5.00	309.87
		06	4.00	247.90
		07	4.00	248.34
			548.00	\$32,400.43
ELEDER, BONNIE	2013	11	0.50	42.30
ENVIRONMENTAL SCIENTIST		12	1.50	126.90
EN		14	0.50	42.30
		15	0.50	42.30
		17	1.50	124.46
		19	2.00	169.19
		20	1.25	105.75
			7.75	\$653.20
EMMANOUIL, STAVROS	2012	12	6.50	517.41
ENVIRONMENTAL ENGINEER		13	2.00	159.21

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
EMMANOUIL, STAVROS	2012	14	4.50	358.21
		15	3.00	238.81
		16	1.00	79.61
		17	5.00	386.92
		18	1.00	79.60
		20	4.00	318.42
		21	2.00	159.21
		22	2.00	159.21
		23	3.00	240.96
		24	5.50	437.81
		26	1.00	79.61
		27	1.00	79.60
	2013	02	1.00	79.60
			42.50	\$3,374.19
EVISON, LEAH	2008	02	2.50	163.18
HAWORTH, LEAH A.		03	2.00	133.80
GEOLOGIST		05	6.00	401.40
		06	3.25	213.76
		07	4.00	267.60
		08	12.00	831.48
		09	15.00	1,039.34
		10	9.00	623.61
		11	12.50	866.12
		12	15.50	1,073.98
		13	5.50	381.10
		14	0.50	34.64
			87.75	\$6,030.01
FARYAN, MARY KAY	1991	05	12.00	152.95
GENERAL ATTORNEY			12.00	\$152.95
FARYAN, STEVEN	1988	04	10.00	200.84
ENVIRONMENTAL SCIENTIST			10.00	\$200.84
FREDLE, JOSEPH	1998	FB	12.00	451.46

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
SENIOR ASSISTANT SANITARY ENGINEER			12.00	\$451.46
FREY, REBECCA	2013	10	2.25	180.91
ENVIRONMENTAL ENGINEER			2.25	\$180.91
FUSINSKI, KEITH	2011	19	2.00	103.31
Env Health Scientist	2012	09	2.00	114.42
		20	2.00	114.42
		21	4.00	228.87
		24	18.00	1,029.85
		25	4.00	228.87
		27	1.00	57.22
	2013	02	19.50	1,115.67
		06	6.00	343.28
		08	4.00	234.59
		09	10.00	587.37
		12	17.00	1,015.25
		16	7.50	439.95
		17	34.00	1,994.51
	2014	16	11.00	687.37
		19	11.00	687.38
			153.00	\$8,982.33
GARBER, DEBORAH	1991	13	1.00	29.77
SUPV GENERAL ATTORNEY	1993	15	0.50	16.77
			1.50	\$46.54
HANS, MICHAEL	2008	14	1.25	75.43
PUBLIC AFFAIRS SPECIALIST	2009	04	0.25	15.07
			1.50	\$90.50
HERRING, MARGARET	2012	08	1.00	64.82
INVESTIGATOR	2014	05	9.25	583.14
			10.25	\$647.96
HOWARD, LINDA	2007	21	13.00	609.65

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL PROTECTION SPECIALIST	2007	22	1.00	46.89
		23	6.00	281.38
	2008	03	1.50	70.34
		06	3.00	140.91
		09	3.00	145.80
		11	3.00	145.80
		12	2.00	97.21
		13	2.50	121.51
		22	6.00	299.39
		27	2.00	99.80
	2009	01	5.00	249.49
		11	3.00	155.82
		17	6.50	337.62
			57.50	\$2,801.61
HUGHES, MICHAEL T. OPERATING ACCOUNTANT	1993	17	35.00	727.55
			35.00	\$727.55
JAFFE, SHARON GEOLOGIST (RPM)	2008	06	0.50	32.63
		09	0.50	36.28
		10	1.50	108.80
		11	0.75	54.39
		12	0.50	36.28
		13	1.00	72.51
			4.75	\$340.89
JAMES, ANTHONY OPERATING ACCOUNTANT	1992	13	36.00	845.86
			36.00	\$845.86
JEFFRIES-HARWELL, PATRICIA SECRETARY (TYPING)	1992	09	1.00	13.67
		13	2.00	27.33
		14	3.00	41.00
		15	1.00	13.67
		20	4.00	54.66
		26	7.00	95.65
	1993	04	4.00	54.66

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
JEFFRIES-HARWELL, PATRICIA	1993	05	4.00	54.66
		06	3.00	41.00
		07	14.00	191.29
		09	8.00	113.35
		10	4.00	56.67
		24	12.00	170.00
	1994	05	2.00	28.33
		09	4.00	61.40
			<u>73.00</u>	<u>\$1,017.34</u>
JONES, EVETTE	1988	16	7.00	86.99
BRYANT, EVETTE	1989	05	2.00	26.80
INVESTIGATOR			<u>9.00</u>	<u>\$113.79</u>
JONES, TERESA	2009	04	0.50	28.02
ENV.PROTECTION SPECIALIST		12	0.50	29.18
		13	0.25	14.59
		17	0.50	29.18
		24	0.25	14.59
		26	0.25	14.59
	2010	14	0.25	14.94
	2011	02	0.25	15.35
		07	0.25	15.36
		20	0.25	15.44
		25	0.50	30.89
	2012	16	0.25	15.49
	2014	16	23.75	1,529.66
			<u>27.75</u>	<u>\$1,767.28</u>
KAMKE, SHERRY	1988	19	21.50	424.17
ENVIRONMENTAL ENGINEER			<u>21.50</u>	<u>\$424.17</u>
KEATING, DEBRA	2013	03	0.50	32.18
FRIPT, DEBBIE				
REGEL, DEBBIE				

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL PROTECTION SPECIALIST			0.50	\$32.18
KRAUSE, PATRICIA	2008	01	2.00	98.02
PUBLIC AFFAIRS SPECIALIST		12	7.00	356.61
		13	7.50	382.08
		14	5.00	254.73
		15	11.00	560.40
		19	6.50	331.15
		20	12.00	611.35
		21	17.00	866.07
		22	3.00	152.83
		23	1.50	76.41
		24	2.00	101.87
		25	27.00	1,380.16
		26	5.00	254.73
		27	4.00	203.40
	2009	02	12.00	611.35
		03	30.00	1,528.35
		04	2.00	101.88
		12	1.50	79.64
		14	1.50	79.64
		16	0.50	26.55
	2010	08	2.00	102.86
		12	3.00	154.29
		18	17.00	896.65
		19	1.50	79.11
		20	1.00	52.74
		26	19.00	1,002.13
		27	1.00	53.37
	2011	01	0.50	26.15
		08	1.00	52.96
		16	6.50	344.30
	2012	12	4.00	212.50
		19	2.00	106.26
		26	16.00	850.01
		27	6.00	319.13

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
KRAUSE, PATRICIA	2013	02	41.00	2,178.12
		10	2.00	113.31
		15	1.00	56.66
		21	5.00	281.15
		22	9.50	538.19
		23	6.00	339.91
	2014	12	13.50	775.26
		13	4.00	229.70
		14	5.00	321.05
			<u>325.50</u>	<u>\$17,143.03</u>
KRUEGER, THOMAS GENERAL ATTORNEY	2007	04	1.50	118.23
		15	2.00	168.95
	2008	05	1.25	100.80
		11	1.75	153.11
		12	0.75	65.63
		14	1.50	131.25
		15	0.75	65.63
		16	2.25	196.86
		21	1.75	153.12
		22	0.75	65.62
		24	0.25	22.01
		26	1.00	87.32
		27	0.50	41.67
	2009	04	1.50	128.62
		11	0.50	46.77
		13	0.50	46.77
		14	1.00	93.57
		15	1.00	93.57
		16	0.75	70.17
		18	0.75	70.17
		19	0.50	46.77
	2010	23	0.75	70.17
		24	0.75	70.17
		06	1.75	156.26
		07	1.75	163.81
		18	0.25	23.92

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
KRUEGER, THOMAS	2011	06	1.25	111.34
		07	2.00	192.07
		11	0.50	48.17
		12	0.75	72.25
		13	1.25	120.41
		14	5.25	505.75
		15	0.75	72.25
		16	0.75	72.27
		18	1.00	96.35
		19	1.00	96.35
		20	0.50	48.16
		21	0.50	48.16
		23	0.75	73.18
		24	0.50	48.16
	2012	02	0.50	46.08
		06	1.00	93.17
		08	0.25	24.40
		14	0.50	48.81
		15	0.75	73.21
		16	0.25	24.41
		18	0.50	48.81
		21	2.50	244.03
		22	1.50	146.43
		25	0.25	24.41
	2013	26	1.50	143.26
		01	2.00	193.21
		02	2.50	233.24
		03	4.50	419.82
		04	0.75	69.97
		05	0.50	46.65
		07	0.50	47.66
		08	4.50	439.23
		09	6.25	611.13
		10	4.75	464.46
		11	0.25	24.46
		12	0.25	24.43
		13	3.25	317.80

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
KRUEGER, THOMAS	2013	14	6.25	611.13
		15	1.00	97.76
		16	1.25	122.21
		18	0.25	24.00
		19	7.25	708.91
		20	0.50	48.89
		21	3.00	287.86
		22	8.75	855.58
		23	10.25	1,002.25
		24	4.50	440.01
		25	4.25	408.77
		26	5.25	513.35
		27	3.75	360.49
	2014	02	0.50	46.67
		03	3.00	280.02
		04	0.50	46.67
		05	1.25	116.67
		06	2.00	186.67
		07	2.50	244.42
		08	1.00	97.77
		09	0.25	24.72
		10	1.00	98.87
		11	0.25	24.72
		12	2.75	271.90
		13	7.25	669.64
		14	6.00	593.24
		15	8.00	790.98
		16	9.00	889.85
		17	0.50	49.44
		18	0.25	24.72
		19	0.25	24.72
		20	1.25	125.31
		21	1.00	99.02
		22	9.00	891.20
		23	4.25	420.85
		24	4.50	445.60
		25	1.25	123.78

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
KRUEGER, THOMAS	2014	26	5.75	569.37
			213.50	\$20,502.92
KYTE, LAWRENCE SUPERVISORY GENERAL ATTORNEY	2014	26	0.75	65.37
			0.75	\$65.37
LAYNE, WARREN TOXICOLOGIST	2012	13	7.00	495.03
		14	33.75	2,386.81
		15	7.00	495.04
			47.75	\$3,376.88
LEVEQUE, LAWRENCE L. PUBLIC AFFAIRS SPECIALIST	1994	02	1.00	21.54
			1.00	\$21.54
LINEBAUGH, STEPHANIE	2007	23	1.00	58.82
BALL, STEPHANIE		26	3.00	175.41
Environmental Engineer (Rpm)	2008	02	1.00	58.74
			5.00	\$292.97
LONSDORF, KATHRYN A. PARALEGAL SPECIALIST	1991	23	5.50	59.63
		24	20.00	216.80
		25	1.70	18.97
		26	1.20	13.55
	1992	03	6.00	65.04
			34.40	\$373.99
MANKOWSKI, MATTHEW PROGRAM MANAGER	2007	11	5.00	343.46
			5.00	\$343.46
MARKS, THOMAS	2007	18	0.25	16.48
SUPV ENVIRONMENTAL PROTECTION SPEC	2008	06	1.00	65.78
		08	0.25	17.06
		09	1.00	68.22
		10	0.50	34.11
		11	1.25	85.27
		12	2.75	187.59

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MARKS, THOMAS	2008	13	1.50	102.31
		16	2.25	153.29
		17	0.50	34.11
		18	0.50	34.12
		19	0.50	34.11
		20	0.25	17.05
		22	2.25	153.30
		23	1.00	68.22
		24	2.00	139.90
		26	0.50	34.98
		27	0.50	34.92
	2009	01	0.50	35.00
		03	0.25	17.48
		04	1.00	69.95
		05	0.75	52.47
		09	0.75	54.64
		10	1.00	72.85
		11	0.50	36.44
		12	1.00	72.86
		13	0.25	18.21
		15	0.75	54.64
		16	0.50	36.43
		17	0.50	36.43
	2010	26	0.75	54.64
		02	0.25	18.21
		03	0.25	18.21
		10	0.25	18.63
		14	0.25	18.64
	2011	15	0.25	18.64
		11	0.25	20.17
		14	3.50	262.09
		15	1.00	74.89
		16	0.75	56.18
		18	0.50	37.43
		20	0.25	18.72
		22	0.25	18.72
		23	0.25	18.72

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MARKS, THOMAS	2011	25	0.25	19.18
	2012	16	0.50	38.43
		26	1.25	96.05
	2014	13	0.50	38.93
		14	1.00	77.85
		16	0.25	19.47
			39.00	\$2,782.02
MAYS, HELEN	1991	07	5.00	49.58
SECRETARY (TYPING)		24	6.00	61.89
	1992	02	2.00	20.62
			13.00	\$132.09
MCANANEY, SHEILA	2013	03	2.00	77.74
Paralegal Specialist	2014	13	1.00	47.80
			3.00	\$125.54
MCKINLEY, CHARLES C.	1988	19	0.50	13.28
SUPVY ATTORNEY ADVISOR (ENVIRONMENTAL	1990	13	2.00	64.66
			2.50	\$77.94
MURPHY, ELIZABETH	1990	07	2.00	34.54
GENERAL ATTORNEY		08	1.00	17.29
		09	0.50	8.98
		13	7.00	125.64
		17	2.00	35.89
	1991	03	5.00	90.43
		04	3.00	54.27
		05	5.50	102.72
		06	9.00	194.10
		07	6.00	129.39
		11	21.00	482.07
		20	1.50	34.43
		21	2.00	45.91
		22	1.00	22.95
		23	2.00	45.91
		24	8.00	183.64
		25	1.00	22.95

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MURPHY, ELIZABETH	1992	03	15.00	344.07
		04	19.00	435.83
		05	3.00	68.81
		11	4.00	114.23
		12	2.00	57.14
		13	9.00	257.07
		14	22.00	628.41
		15	6.00	171.38
		16	3.00	85.67
		18	3.00	85.69
		19	14.00	399.89
		20	8.00	228.52
		21	1.00	28.57
		22	12.00	342.76
		23	16.00	457.03
		24	4.00	114.25
		25	33.50	956.90
		26	19.00	542.71
		27	3.00	85.69
	1993	01	3.00	85.69
		03	4.00	117.87
		04	11.00	322.82
		05	6.00	176.08
		06	4.00	117.38
		07	5.00	151.39
		08	3.00	90.82
		09	5.00	157.50
		10	1.50	47.25
		12	4.00	125.99
		13	10.00	314.99
		14	2.00	62.99
		15	2.00	62.99
		16	4.00	125.99
		17	3.00	94.49
		18	1.50	47.25
		19	3.00	94.49
		20	1.00	31.49

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MURPHY, ELIZABETH	1993	21	1.00	31.50
		22	1.00	31.50
		23	10.00	315.00
		24	3.00	94.49
	1994	05	1.00	31.50
			363.00	\$9,767.19
MYERS-WILKINS, CRYSTA	1990	22	22.00	229.25
PARALEGAL SPECIALIST		23	13.00	138.86
			35.00	\$368.11
NORMAN, CARL	2007	05	1.00	56.52
ENVIRONMENTAL ENGINEER			1.00	\$56.52
OSTRODKA, STEPHEN	2013	08	6.00	461.05
SUPV. ENVIRONMENTAL PROT. SPECI.		09	5.00	384.85
		10	2.00	153.93
		11	1.00	76.97
		18	0.50	38.21
	2014	08	1.00	76.97
			15.50	\$1,191.98
PETERSON, STEVEN	2009	17	1.00	61.73
ENVIRONMENTAL SCIENTIST		18	1.50	92.58
		19	0.50	30.86
	2010	04	0.50	31.73
		05	0.50	31.73
		18	1.00	64.94
	2011	01	1.00	64.94
		03	0.50	32.58
		04	1.00	65.19
		05	0.50	32.58
		10	1.00	65.52
		11	1.00	65.51
		12	0.50	32.75
		17	1.50	98.26
		20	0.50	32.75

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PETERSON, STEVEN	2012	02	1.00	67.37
		05	0.50	33.68
		06	0.50	33.68
		07	0.50	33.68
		11	0.50	34.66
		26	1.25	86.63
			16.75	\$1,093.35
PHAM, HOWARD	2009	20	6.00	390.12
ENVIRONMENTAL SCIENTIST		21	8.00	520.18
	2010	06	5.00	325.11
		07	4.00	260.16
	2011	04	6.00	411.33
		05	6.00	411.33
		06	1.00	68.55
		07	5.00	342.72
		11	3.00	206.53
	2012	07	6.00	413.65
		08	5.00	344.80
		09	4.00	275.83
		10	11.00	758.55
		14	15.00	1,034.39
		16	4.00	275.83
			89.00	\$6,039.08
PHELPS, ANN	1988	26	1.00	7.89
SECRETARY (TYPING)			1.00	\$7.89
QUADRI, SYED	2008	13	25.00	1,564.79
ENVIRONMENTAL SCIENTIST(RPM)		14	22.50	1,408.30
		15	32.75	2,049.86
		16	8.00	500.74
		17	11.50	719.81
		18	11.00	688.50
		19	7.00	438.13
		20	2.00	116.66

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
QUADRI, SYED	2008	21	15.00	963.99
		22	7.25	465.92
		23	6.50	417.73
		24	23.00	1,478.11
		25	24.00	1,553.86
		26	28.50	1,831.58
		27	2.00	128.54
	2009	01	8.50	546.26
		02	12.00	771.20
		03	23.25	1,494.19
		04	4.00	257.07
		05	5.75	369.53
		06	2.00	128.54
		07	6.00	385.60
		08	2.00	133.88
		09	3.50	234.30
		10	2.00	133.88
		11	16.00	1,071.12
		12	14.00	937.23
		13	23.75	1,589.93
		14	13.00	870.29
		15	23.50	1,573.19
		16	9.00	602.49
		17	7.25	485.35
		19	5.75	384.92
		20	0.50	33.46
		21	1.00	72.16
		22	3.50	252.53
		23	7.50	541.14
		24	4.75	342.73
		25	5.25	385.35
		27	1.00	72.33
	2010	01	9.75	702.76
		02	11.00	793.71
		03	17.50	1,247.93
		04	15.75	1,054.38
		05	13.00	870.29

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
QUADRI, SYED	2010	06	15.25	1,020.90
		08	34.50	2,362.70
		09	10.00	684.84
		11	20.50	1,403.91
		13	14.00	958.78
		14	17.25	1,181.34
		15	10.50	719.07
		16	18.75	1,284.07
		17	13.25	907.42
		18	11.25	770.44
		19	13.50	924.53
		20	9.50	650.59
		23	5.00	342.42
		24	17.50	1,198.46
		25	9.50	650.59
		26	31.00	2,123.00
	2011	02	10.00	687.43
		03	19.00	1,306.10
		04	8.00	549.94
		05	32.00	2,199.74
		06	29.50	2,027.87
		08	33.25	2,356.03
		09	21.50	1,523.45
		10	26.50	1,877.77
		11	19.00	1,346.30
		12	23.00	1,629.74
		13	18.25	1,293.16
		14	14.00	992.03
		16	22.75	1,612.03
		17	8.00	612.20
		18	6.00	459.15
		19	8.75	669.61
		20	9.50	736.48
		21	10.00	765.25
		23	9.50	694.69
		24	17.00	1,234.87
		25	14.00	1,016.94

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
QUADRI, SYED	2011	26	18.25	1,325.67
		27	11.00	810.97
	2012	02	17.00	1,236.72
		04	7.25	527.43
		05	10.50	763.85
		06	21.00	1,493.70
		07	14.50	1,054.84
		08	10.50	765.22
		09	10.75	783.45
		10	9.50	692.34
		11	5.00	336.55
		18	14.00	987.16
		19	18.25	1,286.84
		20	15.00	1,057.67
		21	15.25	1,075.31
		22	21.50	1,516.01
		23	12.25	869.63
		24	16.75	1,184.24
		25	15.00	1,060.52
		26	20.00	1,414.05
		27	6.50	460.92
	2013	01	6.75	475.88
		02	31.00	2,191.75
		03	11.50	813.06
		04	17.50	1,237.27
		05	6.25	441.88
		06	13.75	972.16
		07	15.75	1,113.55
		08	16.00	1,131.24
		09	26.00	1,841.66
		10	33.25	2,371.58
		11	18.75	1,328.12
		12	17.75	1,257.29
		13	15.25	1,080.21
		14	18.50	1,310.41
		15	15.50	1,106.12
		16	16.50	1,168.73

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
QUADRI, SYED	2013	17	20.25	1,434.37
		18	20.00	1,398.09
		19	16.75	929.27
		20	23.00	1,629.16
		21	17.50	952.35
		22	20.50	1,429.14
		23	16.00	1,126.61
		25	12.25	860.84
		26	15.75	1,115.62
		27	7.25	513.54
	2014	02	3.00	212.51
		03	15.00	1,062.49
		04	20.75	1,469.78
		05	7.50	531.25
		06	9.50	672.90
		07	27.75	1,965.61
		08	23.50	1,664.58
		09	9.75	698.47
		10	29.50	2,113.33
		11	17.50	1,253.67
		12	19.50	1,396.95
		13	24.75	1,547.88
		14	14.25	1,052.17
		15	34.25	2,528.90
		16	45.75	3,378.03
		17	3.00	221.52
		18	20.25	1,495.19
		19	24.75	1,827.46
		20	15.00	1,123.33
		21	8.00	590.70
		22	8.25	609.16
		24	23.00	1,698.24
		25	18.50	1,365.97
		26	29.75	2,196.64
			2,300.25	\$160,047.82
RIPLEY, LAURA	2006	15	4.10	248.38

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL SCIENTIST	2006	16	0.73	44.08
		18	1.75	106.75
		20	1.00	62.21
		21	0.25	15.55
		23	3.00	184.23
		24	0.75	46.04
		25	3.50	217.74
		27	2.25	138.66
	2007	01	4.00	248.84
		03	0.75	46.67
		04	1.25	77.78
		08	1.50	95.17
		09	4.75	302.06
		10	7.25	460.34
		11	9.50	601.43
		12	4.25	270.27
		13	9.00	572.32
		14	10.75	683.61
		15	22.25	1,412.76
		16	44.00	2,798.02
		17	10.00	635.92
		18	10.75	709.32
		19	7.00	456.35
		20	19.00	1,208.24
		21	26.50	1,685.18
		22	11.25	711.70
		23	0.50	31.52
		24	3.75	238.47
		25	6.25	406.03
		26	5.75	383.25
	2008	01	4.75	302.08
		02	4.00	251.26
		03	1.50	94.37
		04	1.00	63.60
		05	1.25	78.60
		09	0.50	31.83
		10	0.50	31.83

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
RIPLEY, LAURA	2008	12	1.25	79.56
		13	5.00	318.22
		14	2.25	143.22
		20	2.00	130.64
	2009	03	0.50	32.67
		05	0.25	16.34
			262.08	\$16,673.11
RODRIGUEZ, FRANCISCA SECRETARY (TYPING)	2008	11	1.00	32.66
		17	1.00	32.66
			2.00	\$65.32
ROTH, CHARLES Life Scientist	2010	08	30.00	1,812.01
		09	0.50	30.20
			30.50	\$1,842.21
SAMUEL, JANET ENVIRONMENTAL PROTECTION ASSISTANT	2008	10	0.25	12.17
	2009	22	8.25	430.72
	2013	23	0.25	14.31
			8.75	\$457.20
SCHAFFER, GARY ENVIRONMENTAL SCIENTIST	2008	13	1.50	112.55
		14	0.50	37.53
			2.00	\$150.08
SEWELL, JASON Life Scientist	2012	24	8.00	227.96
		26	5.00	140.71
	2013	01	12.00	341.97
		02	20.00	565.31
		03	50.25	1,501.97
		04	5.00	142.47
		05	13.00	370.42
		06	6.00	203.44
		07	11.00	378.10
		08	4.00	137.89
		09	2.00	68.18
		10	1.00	34.48

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
SEWELL, JASON	2013	11	1.00	34.48
			138.25	\$4,147.38
SMITH, LIZEBETH A. ENVIRON. PROTECTIO	1988	20	2.00	40.80
			2.00	\$40.80
SYKES, KAREN	1992	09	14.00	175.41
SYKES, KAREN D.		12	12.00	150.36
FINANCIAL ASSISTANT		13	30.00	375.89
			56.00	\$701.66
TANAKA, JOAN	2009	04	0.50	36.27
ENVIRONMENTAL ENGINEER	2011	02	0.25	20.09
		03	0.25	19.58
	2012	10	0.25	21.70
	2013	10	2.00	178.98
		18	1.00	86.58
	2014	08	1.50	134.24
		09	1.00	90.49
		11	0.50	45.26
		13	1.25	113.12
		14	9.50	859.70
		15	2.00	180.99
		16	0.50	45.22
		19	2.50	232.52
		20	4.50	428.84
		22	0.25	23.24
		25	4.50	418.52
		26	6.50	604.52
			38.75	\$3,539.86
TANG, CHI	2011	17	1.00	74.04
SUPERVISORY CHEMIST		19	7.00	518.28
		20	2.50	186.67
	2012	03	2.00	148.30
			12.50	\$927.29

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
TAYLOR, DARIUS	1991	06	2.50	47.40
FINANCIAL SPECIALIST	1993	04	2.50	51.98
		25	3.00	66.73
			8.00	\$166.11
THEISEN, KENNETH	1988	04	6.00	131.13
ENVIRONMENTAL SCIENTIST		08	26.00	636.97
EN		09	31.00	759.46
		10	24.00	587.98
		11	27.00	661.46
		12	18.00	440.98
		14	17.00	383.37
		15	21.00	473.57
		16	15.00	367.49
		17	15.00	368.76
		19	30.50	674.11
		20	2.00	45.08
		23	7.00	191.74
		24	15.50	388.93
		25	14.00	333.49
		26	3.00	80.84
	2006	24	13.00	956.74
		26	3.00	213.02
		27	5.00	389.99
	2007	01	5.00	355.63
		03	5.00	363.85
		04	7.00	507.24
		05	25.00	1,789.60
		06	5.00	374.74
		09	2.00	153.77
		10	5.00	379.59
		11	2.00	152.49
	2008	05	2.00	150.19
		09	4.00	330.95
		13	3.00	243.97
		15	17.00	1,380.83
		16	2.00	163.30

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THEISEN, KENNETH	2008	17	2.00	162.73
		21	2.00	159.96
			381.00	\$14,753.95
THOMPSON, W OWEN	2012	12	46.00	3,175.06
THOMPSON, W. OWEN		13	34.00	2,346.78
ENVIRONMENTAL ENGINEER		14	52.00	3,589.18
		15	20.00	1,380.46
		16	10.00	690.23
		17	11.00	759.24
		18	3.00	207.06
			176.00	\$12,148.01
URSIC, JAMES	2011	10	9.00	668.66
GEOLOGIST		11	27.00	2,005.98
			36.00	\$2,674.64
VAN BOSSE, JACQUELINE	1989	06	2.00	33.89
ENVIRONMENTAL SCIENTIST		07	2.00	33.89
			4.00	\$67.78
VIJ, PARVEEN	2011	24	5.00	322.00
Contract Specialist	2012	14	2.00	132.93
		23	1.50	99.69
	2013	17	2.00	133.02
			10.50	\$687.64
VLCEK, LANCE	2008	11	4.00	227.58
INVESTIGATOR		15	36.00	2,048.19
		16	20.00	1,137.89
		17	40.00	2,275.77
		18	20.00	1,137.89
		19	8.00	455.16
		20	40.00	2,275.77
		21	12.00	682.73
		22	14.00	796.53
		23	32.00	1,820.61
		24	18.00	1,024.10

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
VLCEK, LANCE	2008	26	40.00	2,275.77
		27	2.00	113.77
	2009	01	16.00	910.31
		02	20.00	1,137.89
		03	40.00	2,275.77
		04	31.00	1,763.71
		05	24.00	1,365.46
		06	4.00	233.44
		07	15.00	875.42
		08	14.00	851.35
		09	32.00	1,945.92
		10	18.00	1,094.58
		11	40.00	2,432.41
		12	32.00	1,945.92
	2010	18	4.00	268.73
		19	5.00	335.92
		20	5.00	335.92
		21	3.00	201.55
		22	2.00	134.37
		23	3.00	201.55
		24	2.00	134.37
		25	3.00	201.55
		26	4.00	268.08
	2011	01	2.00	124.89
		05	34.00	2,284.27
		06	16.00	1,074.95
		09	32.00	2,148.39
		10	7.00	472.72
		11	2.00	135.07
		12	36.00	2,226.38
		14	32.00	2,002.79
		15	24.00	1,502.08
		16	11.00	688.46
		17	32.00	2,002.79
		18	33.00	2,065.38
		19	20.00	1,251.76
		20	8.00	500.70

Reconciliation Pending

Regional Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
VLCEK, LANCE	2011	21	2.00	125.17
		22	8.00	500.70
		25	12.00	751.05
		26	2.00	125.17
	2012	02	1.00	62.59
	2013	09	5.00	322.01
		10	11.00	708.43
		12	8.00	515.23
		13	6.00	386.42
		14	2.00	128.81
		15	1.00	64.40
		16	1.00	63.94
		18	3.00	191.84
		25	3.00	192.70
		26	2.00	128.81
		27	3.00	193.22
	2014	05	2.00	128.81
		06	2.00	128.81
		10	1.00	65.15
		11	2.00	130.29
		12	1.00	65.15
		13	2.00	130.29
			<u>972.00</u>	<u>\$58,775.60</u>
WALTERS, LAVETTA	2008	02	0.25	12.82
MCALLISTER, LAVETTA C.				
ENVIRONMENTAL PROTECTION ASSISTANT			<u>0.25</u>	<u>\$12.82</u>
WOODFORK, RUTH	2013	01	2.00	109.50
ENVIRONMENTAL PROT ASSISTANT(TYPING)			<u>2.00</u>	<u>\$109.50</u>
Total Regional Payroll Costs			<u><u>8,960.48</u></u>	<u><u>\$535,789.38</u></u>

Reconciliation Pending

Headquarters Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CARASEA, ANGELO	2007	01	1.50	95.30
CHEMIST		11	1.75	114.51
		14	2.00	130.51
		16	1.00	65.26
		19	1.00	65.44
		20	2.25	146.82
		21	0.75	48.95
	2008	03	1.00	65.26
			11.25	\$732.05
CINTRONSILVA, MARIA	1991	17	4.00	109.94
ATTORNEY-ADVISOR (GENERAL)	1993	12	1.00	31.59
		26	2.00	63.18
			7.00	\$204.71
FONSECA, SILVINA	2014	03	9.00	678.32
ENVIRONMENTAL ENGINEER (RPM)		04	2.00	150.74
			11.00	\$829.06
JENG, TERRY	2007	10	0.25	15.56
ENVIRONMENTAL SCIENTIST		11	0.50	30.71
		22	0.50	30.94
			1.25	\$77.21
LAUSCH, ROBERT	2014	07	3.50	247.84
ENVIRONMENTAL SCIENTIST		08	8.75	619.61
		09	1.50	107.42
		10	2.50	179.03
		11	4.25	304.35
		12	10.25	734.00
		13	11.50	800.14
		14	4.75	340.15
			47.00	\$3,332.54
MYERS, ROBERT	2007	01	1.00	65.79
SUPERVISORY ENVIRONMENTAL PROTECTION		11	1.00	71.00
			2.00	\$136.79

Reconciliation Pending

Headquarters Payroll Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
NEPTUNE, JOAN	2007	10	0.25	16.88
SUPERVISORY CHEMIST		11	0.75	48.96
			1.00	\$65.84
REBECK, NICHOLAS	2007	11	1.00	34.84
Environmental Protection Specialist			1.00	\$34.84
Total Headquarters Payroll Costs			81.50	\$5,413.04

Reconciliation Pending

Regional Travel Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
BANK ONE	0OS567	ACHC08235	08/26/2008	332.98
	0P0QKX	ACHC08319	11/19/2008	6.73
	0P07DW	ACHC08319	11/19/2008	587.72
	0P6IFS	ACHC09036	02/09/2009	185.40
	0P8LH3	ACHC09062	03/05/2009	371.80
	0PFDXS	ACHC09149	06/02/2009	373.20
	0QNSXR	ACHC10182	07/06/2010	552.55
	0QZYFF	ACHC10273	10/04/2010	196.65
	0R6MHI	ACHC10344	12/14/2010	16.00
	0RE354	ACHC11070	03/15/2011	542.63
	0RHVH1	ACHC11105	04/19/2011	538.43
	0RJ55Z	ACHC11118	05/02/2011	545.53
	0RQAKA	ACHC11201	07/22/2011	539.53
				<u>\$4,789.15</u>
BARTMAN, FRED	TM0591142	ACHA08155	06/05/2008	331.92
ENVIRONMENTAL SCIENTIST	TM0598133	ACHA08183	07/07/2008	378.29
	0OV1G7	ACHA08283	10/14/2008	933.44
	0OY25V	ACHA08324	11/21/2008	652.22
	0P6M48	ACHA09035	02/06/2009	440.70
	0P8LJK	ACHA09068	03/11/2009	454.70
	0PHIIX	ACHA09141	05/26/2009	395.64
	0PF49W	ACHA09141	05/26/2009	605.20
	0PVTMC	ACHA09271	09/30/2009	369.76
	0PWJY2	ACHA09288	10/19/2009	368.64
	0QE8WN	ACHA10104	04/16/2010	565.21
	0QM5Y5	ACHA10180	07/01/2010	657.55
	0QNQ2H	ACHA10196	07/19/2010	659.55

Reconciliation Pending

Regional Travel Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
BARTMAN, FRED	0QUL8U	ACHA10244	09/03/2010	562.55
	0QWOLQ	ACHA10271	09/30/2010	568.55
	0QZQCC	ACHA10277	10/06/2010	421.20
	0R1RZJ	ACHA10306	11/04/2010	807.16
	0R6LMO	ACHA10349	12/17/2010	598.93
	0R8905	ACHA10363	01/03/2011	702.10
	0RB247	ACHA11038	02/09/2011	646.46
	0RI0T3	ACHA11108	04/20/2011	569.93
	0RQ9QM	ACHA11202	07/25/2011	780.40
	0RTA3A	ACHA11215	08/05/2011	647.13
	0RXXX1	ACHA11266	09/27/2011	561.93
				<u>\$13,679.16</u>
BOENZI, FRANK	TM0595636	ACHA08155	06/05/2008	456.54
CIVIL INVESTIGATOR	0OSB1E	ACHA08234	08/25/2008	512.00
	0QWU87	ACHA10271	09/30/2010	579.55
				<u>\$1,548.09</u>
CHILTON, DONALD E.	T2860029	000A91203	07/24/1991	103.50
INVESTIGATOR				<u>\$103.50</u>
DRAUGELIS, ARUNAS	0P0ZRH	000A09042	02/13/2009	42.75
Toxicologist				<u>\$42.75</u>
FUSINSKI, KEITH	0SQNH5	AVC120184	09/06/2012	791.46
Env Health Scientist	0SWO5H	AVC130043	11/07/2012	324.70

Reconciliation Pending

Regional Travel Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
FUSINSKI, KEITH	0TY6H3		05/08/2014	623.42
				<hr/> \$1,739.58
JONES, TERESA	0TZKGX	AVC140166	05/27/2014	117.08
ENV.PROTECTION SPECIALIST	0TZKGX	AMP140155	05/27/2014	69.00
				<hr/> \$186.08
KAMKE, SHERRY	TS85372	V0839	07/23/1988	12.50
ENVIRONMENTAL ENGINEER	TS85533	V0864	08/05/1988	29.81
				<hr/> \$42.31
KRAUSE, PATRICIA	TM0591433	ACHA08134	05/15/2008	3.00
PUBLIC AFFAIRS SPECIALIST	0OUW2S	ACHA08262	09/22/2008	160.48
	0P0QKX	ACHA08319	11/19/2008	117.00
	0SYJ49	AMP130033	11/13/2012	173.54
				<hr/> \$454.02
MURPHY, ELIZABETH	T2868607	000A92178	06/30/1992	100.85
GENERAL ATTORNEY				<hr/> \$100.85
NOVAK, DAVID	T4101166	000A94048	02/22/1994	376.27
PUBLIC AFFAIRS SPECIALIST				<hr/> \$376.27
QUADRI, SYED	TM0590992	ACHA08178	06/30/2008	226.39
ENVIRONMENTAL SCIENTIST(RPM)	TM0588151	ACHA08232	08/21/2008	101.15
	0OVFH0	ACHA08365	01/02/2009	98.97
	0P0MYF	ACHA09026	01/28/2009	230.92
	0PFEBU	ACHA09212	08/04/2009	101.34
	0Q5XAL	ACHA10110	04/22/2010	95.28

Reconciliation Pending

Regional Travel Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
QUADRI, SYED	0QZZF8	ACHA11035	02/08/2011	249.69
	0SPJHP	AMP130121	03/22/2013	114.93
	0SPJHP	AVC130141	03/22/2013	15.00
	0T8D7I	AVC130151	04/05/2013	113.44
	0T8D7I	AMP130131	04/05/2013	204.41
	0TZL3O	AVC140307	09/04/2014	301.57
				<hr/> \$1,853.09
ROTH, CHARLES	0Q5MH5	ACHA10054	02/25/2010	204.07
Life Scientist				<hr/> \$204.07
SEWELL, JASON	0SZDI0	AVC130052	11/20/2012	464.72
Life Scientist				<hr/> \$464.72
THEISEN, KENNETH	TS82099	V0381	02/04/1988	49.20
ENVIRONMENTAL SCIENTIST	TS82377	V0448	03/01/1988	49.20
EN	TS82658	V0465	03/07/1988	21.75
	TS82822	V0512	03/21/1988	50.70
	TS83086	V0531	03/24/1988	27.75
	TS83374	V0607	04/25/1988	123.35
	TS84236	V0727	06/15/1988	21.50
	TS84369	V0727	06/15/1988	22.05
	TS85371	V0839	07/23/1988	21.70
	TS85531	V0841	07/23/1988	27.75
	TS86623	V0959	09/07/1988	28.25
	TS87145	V0030	10/18/1988	22.00
	TS87145	T0007	12/01/1988	218.00

Reconciliation Pending

Regional Travel Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
THEISEN, KENNETH	TS87145		06/16/1989	6.25
	TS87145	000A89167	06/20/1989	6.25
	TM0452474	ACHA06241	08/31/2006	32.05
	TM0483748	ACHA06361	12/29/2006	33.65
	TM0591375	ACHA08134	05/15/2008	29.25
				<u>\$790.65</u>
TRAVEL CORRECTION	00UZAQ	000A09071	03/16/2009	530.56
	0QNNQ2H	000A10260	09/21/2010	0.00
				<u>\$530.56</u>
URSIC, JAMES GEOLOGIST	ORDIEQ	ACHA11063	03/08/2011	302.48
				<u>\$302.48</u>
VLCEK, LANCE INVESTIGATOR	TM0591141	ACHA08134	05/15/2008	328.42
	TM0593808	ACHA08155	06/05/2008	452.31
	TM0597842	ACHA08183	07/07/2008	344.54
	00S567	ACHA08235	08/26/2008	170.90
	0R6MHI	ACHA10344	12/14/2010	519.28
				<u>\$1,815.45</u>
Total Regional Travel Costs				<u><u>\$29,022.78</u></u>

Reconciliation Pending

Headquarters Travel Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
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Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

EMERGENCY REMOVAL CLEANUP (ERC) CONTRACT

Contractor Name: IT ENVIRONMENTAL PROGRAMS, INC.

EPA Contract Number: 68-01-7460

Project Officer(s):

Dates of Service: From: To:

Summary of Service: EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)

Total Costs: \$51,210.73

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
1102-1		0.00	08668 06/30/1988	5,930.17	310.73
1102-2		0.00	08759 11/25/1988	15,894.83	832.86
JV12345678901	03/21/1989	0.00	12345678901 03/21/1989	26,267.14	1,509.81
JV08995	11/17/1989	0.00	08995 11/17/1989	549.90	31.61
JV6C079	05/03/1996	0.00	6C079 05/03/1996	-110.00	-6.32
Total:				<u>\$48,532.04</u>	<u>\$2,678.69</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

EMERGENCY REMOVAL CLEANUP (ERC) CONTRACT

Contractor Name: IT ENVIRONMENTAL PROGRAMS, INC.
EPA Contract Number: 68-01-7460
Project Officer(s):
Dates of Service: From: To:
Summary of Service: EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)
Total Costs: \$51,210.73

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1102-1	08668	Final	0.052398
1102-2	08759	Final	0.052398
JV12345678901	12345678901	Provisional	0.057479
JV08995	08995	Provisional	0.057479
JV6C079	6C079	Provisional	0.057479

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

EMERGENCY REMOVAL CLEANUP (ERC) CONTRACT

Contractor Name: ENVIRONMENTAL RESTORATION, LLC
EPA Contract Number: 68-S5-0201
Delivery Order Information DO # Start Date End Date
 5087 12/08/2006 03/07/2007
Project Officer(s): THEISEN, KENNETH
Dates of Service: From: 12/08/2006 To: 03/07/2007
Summary of Service: EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)
Total Costs: \$5,959.21

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
5087-01	01/29/2007	1,287.50	07D23 02/22/2007	1,287.50	46.38
5087-02	03/12/2007	4,333.68	07E11 04/04/2007	4,333.68	156.10
5087-03	05/14/2007	130.84	07F49 06/07/2007	130.84	4.71
Total:				<u>\$5,752.02</u>	<u>\$207.19</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

EMERGENCY REMOVAL CLEANUP (ERC) CONTRACT

Contractor Name: ENVIRONMENTAL RESTORATION, LLC
EPA Contract Number: 68-S5-0201
Delivery Order Information DO # Start Date End Date
 5087 12/08/2006 03/07/2007
Project Officer(s): THEISEN, KENNETH
Dates of Service: From: 12/08/2006 To: 03/07/2007
Summary of Service: EMERGENCY RESPONSE CONTRACTS-SUB(OSCM)
Total Costs: \$5,959.21

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
5087-01	07D23	Class	0.036021
5087-02	07E11	Class	0.036021
5087-03	07F49	Class	0.036021

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT

Contractor Name: GRB ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: EPW05013

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	3	12/27/2008	04/30/2010

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 12/27/2008 To: 04/30/2010

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$39,899.30

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
58-03	02/12/2009	31,221.35	R9886 03/18/2009	2,995.50	818.30
59-03	03/12/2009	27,514.04	R9954 04/14/2009	4,206.44	1,149.11
60-03	04/13/2009	29,348.34	R9A35 05/13/2009	7,378.64	2,015.68
61-03	05/13/2009	20,883.16	R9B28 06/17/2009	3,983.05	1,088.08
62-03	06/12/2009	22,169.58	R9C11 07/14/2009	3,494.22	954.54
72-03	04/09/2010	20,803.86	R0673 05/12/2010	9,190.09	2,008.42
73-03	05/14/2010	11,305.15	R0737 06/03/2010	506.53	110.70
Total:				<u>\$31,754.47</u>	<u>\$8,144.83</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT

Contractor Name: GRB ENVIRONMENTAL SERVICES, INC.
EPA Contract Number: EPW05013
Delivery Order Information DO # Start Date End Date
3 12/27/2008 04/30/2010
Project Officer(s): HARTIS, KAREN
Dates of Service: From: 12/27/2008 To: 04/30/2010
Summary of Service: ENFORCEMENT SUPPORT SERVICES
Total Costs: \$39,899.30

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
58-03	R9886	Final	0.273178
59-03	R9954	Final	0.273178
60-03	R9A35	Final	0.273178
61-03	R9B28	Final	0.273178
62-03	R9C11	Final	0.273178
72-03	R0673	Provisional	0.218542
73-03	R0737	Provisional	0.218542

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT

Contractor Name: TOEROEK ASSOCIATES INC.

EPA Contract Number: EPW10011

Delivery Order Information	DO #	Start Date	End Date
	1	09/01/2011	05/24/2014

Project Officer(s): PARIKH, PANKAJ
QUIGLEY, EDWARD

Dates of Service: From: 09/01/2011 To: 05/24/2014

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$106,922.17

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
18	10/14/2011	26,421.50	AVC110051 11/21/2011	213.93	189.89
19	11/15/2011	21,159.56	AVC110076 12/12/2011	3,336.08	2,604.82
20	12/15/2011	24,111.13	AVC120006 01/11/2012	722.66	564.26
21	01/13/2012	30,288.62	AVC120034 02/10/2012	3,655.28	2,854.06
22	02/15/2012	43,577.79	AVC120062 03/19/2012	1,078.93	673.95
23	03/15/2012	31,189.36	AVC120077 04/05/2012	107.04	83.58
31	10/15/2012	59,031.81	AVC130032 10/30/2012	3,161.58	2,468.57
32	11/15/2012	39,771.42	AVC130060 11/29/2012	16,899.07	10,555.89
33	12/14/2012	28,350.57	AVC130089 01/08/2013	7,258.08	4,533.71
34	01/15/2013	42,722.16	AVC130106 02/01/2013	703.70	439.56
35	02/15/2013	13,018.46	AVC130136 03/15/2013	393.93	246.07
37	04/15/2013	57,125.13	AVC130171 05/03/2013	4,960.62	3,098.62
39	05/15/2013	35,193.18	AVC130189 05/30/2013	256.45	160.19
40	06/14/2013	35,270.69	AVC130216 07/08/2013	1,817.52	1,135.30
41	07/15/2013	47,604.67	AVC130233 07/31/2013	4,791.97	2,993.27
42	08/15/2013	32,708.19	AVC130260 09/04/2013	399.85	249.76
43	09/16/2013	68,936.05	AVC140010 10/22/2013	2,728.52	1,704.35
44	10/15/2013	78,662.48	AVC140034 11/19/2013	3,950.06	2,467.38
45R	11/15/2013	48,299.05	AVC140049 12/11/2013	1,794.54	1,120.95
46	12/16/2013	138,328.30	AVC140063 01/02/2014	1,441.31	900.30
47	01/15/2014	96,920.79	AVC140089 02/10/2014	120.11	75.03
48	02/14/2014	60,226.40	AVC140112 03/13/2014	60.06	37.52
49	03/14/2014	67,898.73	AVC140124 03/31/2014	36.03	22.51
50	04/15/2014	55,171.36	AVC140148 05/02/2014	449.42	280.73
51	04/25/2014	18,909.86	AVC140158 05/16/2014	1,995.39	1,246.41

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT

Contractor Name: TOEROEK ASSOCIATES INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	1	09/01/2011	05/24/2014

Project Officer(s): PARIKH, PANKAJ
QUIGLEY, EDWARD

Dates of Service: From: 09/01/2011 To: 05/24/2014

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$106,922.17

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
52	05/15/2014	16,830.29	AVC140193 07/01/2014	1,068.97	667.72
53	06/16/2014	46,517.37	AVC140195 07/03/2014	1,321.32	825.35
Total:				<u>\$64,722.42</u>	<u>\$42,199.75</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT

Contractor Name: TOEROEK ASSOCIATES INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	1	09/01/2011	05/24/2014

Project Officer(s): PARIKH, PANKAJ
QUIGLEY, EDWARD

Dates of Service: From: 09/01/2011 To: 05/24/2014

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$106,922.17

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
18	AVC110051	Final	0.887642
19	AVC110076	Final	0.780804
20	AVC120006	Final	0.780804
21	AVC120034	Final	0.780804
22	AVC120062	Provisional	0.624643
23	AVC120077	Final	0.780804
31	AVC130032	Final	0.780804
32	AVC130060	Provisional	0.624643
33	AVC130089	Provisional	0.624643
34	AVC130106	Provisional	0.624643
35	AVC130136	Provisional	0.624643
37	AVC130171	Provisional	0.624643
39	AVC130189	Provisional	0.624643
40	AVC130216	Provisional	0.624643
41	AVC130233	Provisional	0.624643
42	AVC130260	Provisional	0.624643
43	AVC140010	Provisional	0.624643
44	AVC140034	Provisional	0.624643
45R	AVC140049	Provisional	0.624643
46	AVC140063	Provisional	0.624643
47	AVC140089	Provisional	0.624643
48	AVC140112	Provisional	0.624643
49	AVC140124	Provisional	0.624643
50	AVC140148	Provisional	0.624643
51	AVC140158	Provisional	0.624643

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT

Contractor Name: TOEROEK ASSOCIATES INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	1	09/01/2011	05/24/2014

Project Officer(s): PARIKH, PANKAJ
QUIGLEY, EDWARD

Dates of Service: From: 09/01/2011 To: 05/24/2014

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$106,922.17

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
52	AVC140193	Provisional	0.624643
53	AVC140195	Provisional	0.624643

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: TECHLAW, INC.

EPA Contract Number: EPW06031

Delivery Order Information	DO #	Start Date	End Date
	16	04/25/2009	01/29/2010
	214	05/01/2010	04/15/2011
	215	10/01/2010	12/31/2010
	216	10/01/2010	02/25/2011
	313	10/01/2011	01/27/2012
	314	05/28/2011	06/24/2011
	316	11/26/2011	03/30/2012
	319	04/30/2011	04/15/2012
	4	12/30/2006	02/23/2007
	416	09/01/2012	11/30/2012

Project Officer(s): PETERSON, STEVEN

Dates of Service: From: 12/30/2006 To: 11/30/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$260,147.54

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
3037.04-11	02/02/2007	12,369.21	R7D43 03/06/2007	2,892.29	2,725.96
3037.04-12	03/07/2007	11,818.97	R7E06 04/03/2007	324.03	305.40
3037.16-39	06/05/2009	11,489.04	R9B76 07/06/2009	242.10	228.18
3037.16-40	07/07/2009	12,099.04	R9C67 08/05/2009	5,097.16	4,804.04
3037.16-41	08/07/2009	16,036.46	R9D64 09/08/2009	3,711.51	3,498.07
3037.16-45	12/07/2009	18,172.95	R0284 01/06/2010	221.29	208.56
3037.16-46	01/07/2010	15,593.79	R0362 02/01/2010	3,791.73	3,573.68
3037.16-47	02/08/2010	12,909.57	R0461 03/04/2010	407.02	383.61
3037.214-51	06/07/2010	5,582.39	R0843 07/07/2010	902.69	850.78
3037.214-53	08/06/2010	10,509.29	R0A37 08/31/2010	6,852.23	6,458.18
3037.214-52	07/08/2010	12,209.36	R0A49 09/03/2010	8,436.42	7,951.27
3037.214-54	09/08/2010	11,060.93	R0B45 10/01/2010	1,083.11	1,020.82
3037.215-56	11/05/2010	6,687.48	R1187 12/03/2010	597.06	562.72
3037.216-56	11/05/2010	22,144.68	R1187 12/03/2010	2,030.31	1,913.55
3037.214-57	12/07/2010	5,264.37	R1284 01/04/2011	1,734.04	1,634.32
3037.216-57	12/07/2010	10,862.09	R1284 01/04/2011	1,211.78	1,142.09
3037.214-58	01/07/2011	6,977.05	R1385 02/02/2011	1,009.97	951.89
3037.215-58	01/07/2011	20,613.66	R1385 02/02/2011	886.17	835.21

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: TECHLAW, INC.

EPA Contract Number: EPW06031

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	16	04/25/2009	01/29/2010
	214	05/01/2010	04/15/2011
	215	10/01/2010	12/31/2010
	216	10/01/2010	02/25/2011
	313	10/01/2011	01/27/2012
	314	05/28/2011	06/24/2011
	316	11/26/2011	03/30/2012
	319	04/30/2011	04/15/2012
	4	12/30/2006	02/23/2007
	416	09/01/2012	11/30/2012

Project Officer(s): PETERSON, STEVEN

Dates of Service: From: 12/30/2006 To: 11/30/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$260,147.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
3037.216-58	01/07/2011	25,174.61	R1385 02/02/2011	1,163.00	1,096.12
3037.214-59	02/07/2011	29,948.67	R1483 03/03/2011	26,482.32	24,959.40
3037.214-60	03/07/2011	15,301.09	R1591 03/30/2011	10,353.54	9,758.14
3037.216-60	03/07/2011	15,871.83	R1591 03/30/2011	621.36	585.63
3037.214-61	04/07/2011	11,323.93	R1697 05/02/2011	5,896.91	5,557.80
3037.214-62	05/06/2011	25,947.75	R1806 06/01/2011	2,801.83	2,640.71
3037.319-63	06/07/2011	18,061.00	R1909 06/30/2011	3,086.89	2,909.37
3037.314-64	07/07/2011	8,962.59	R1A15 08/01/2011	423.06	398.73
3037.319-64	07/07/2011	20,160.97	R1A16 08/01/2011	8,891.29	8,379.98
3037.319-65	08/08/2011	24,159.05	RCHC1 09/06/2011	8,668.32	8,169.83
3037.319-66	09/07/2011	12,696.84	ACHC11266 09/27/2011	546.11	514.70
3037.313-68	11/07/2011	26,955.66	AVC110071 12/06/2011	2,167.38	2,042.74
3037.319-68	11/07/2011	23,256.17	AVC110071 12/06/2011	4,535.07	4,274.27
3037.313-69	12/07/2011	12,872.81	AVC120001 01/06/2012	1,426.99	1,344.93
3037.319-69	12/07/2011	10,717.85	AVC120001 01/06/2012	146.32	137.91
3037.316-70	01/09/2012	22,804.64	AVC120032 02/08/2012	2,313.43	2,180.39
3037.313-71	02/07/2012	6,547.11	AVC120053 03/07/2012	50.65	47.74
3037.316-71	02/07/2012	12,391.70	AVC120053 03/07/2012	872.41	822.24

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: TECHLAW, INC.

EPA Contract Number: EPW06031

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	16	04/25/2009	01/29/2010
	214	05/01/2010	04/15/2011
	215	10/01/2010	12/31/2010
	216	10/01/2010	02/25/2011
	313	10/01/2011	01/27/2012
	314	05/28/2011	06/24/2011
	316	11/26/2011	03/30/2012
	319	04/30/2011	04/15/2012
	4	12/30/2006	02/23/2007
	416	09/01/2012	11/30/2012

Project Officer(s): PETERSON, STEVEN

Dates of Service: From: 12/30/2006 To: 11/30/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$260,147.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
3037.319-71	02/07/2012	17,679.82	AVC120053 03/07/2012	2,312.25	2,179.28
3037.319-72	03/07/2012	22,908.66	AVC120077 04/05/2012	1,115.69	1,051.53
3037.316-73	04/10/2012	8,676.58	AVC120102 05/10/2012	1,223.54	1,153.18
3037.319-73	04/10/2012	35,492.15	AVC120102 05/10/2012	3,735.60	3,520.78
3037.319-74	05/09/2012	15,708.37	AVC120121 06/07/2012	901.83	849.97
3037.416-79	10/05/2012	27,021.16	AVC130028 10/26/2012	1,053.88	993.27
3037.416-80	11/07/2012	22,511.15	AVC130052 11/20/2012	870.01	819.98
3037.416-81	12/10/2012	29,318.68	AVC130080 12/24/2012	833.98	786.02
Total:				<u>\$133,924.57</u>	<u>\$126,222.97</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: TECHLAW, INC.

EPA Contract Number: EPW06031

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	16	04/25/2009	01/29/2010
	214	05/01/2010	04/15/2011
	215	10/01/2010	12/31/2010
	216	10/01/2010	02/25/2011
	313	10/01/2011	01/27/2012
	314	05/28/2011	06/24/2011
	316	11/26/2011	03/30/2012
	319	04/30/2011	04/15/2012
	4	12/30/2006	02/23/2007
	416	09/01/2012	11/30/2012

Project Officer(s): PETERSON, STEVEN

Dates of Service: From: 12/30/2006 To: 11/30/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$260,147.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
3037.04-11	R7D43	Class	0.942493
3037.04-12	R7E06	Class	0.942493
3037.16-39	R9B76	Class	0.942493
3037.16-40	R9C67	Class	0.942493
3037.16-41	R9D64	Class	0.942493
3037.16-45	R0284	Class	0.942493
3037.16-46	R0362	Class	0.942493
3037.16-47	R0461	Class	0.942493
3037.214-51	R0843	Class	0.942493
3037.214-53	R0A37	Class	0.942493
3037.214-52	R0A49	Class	0.942493
3037.214-54	R0B45	Class	0.942493
3037.215-56	R1187	Class	0.942493
3037.216-56	R1187	Class	0.942493
3037.214-57	R1284	Class	0.942493
3037.216-57	R1284	Class	0.942493
3037.214-58	R1385	Class	0.942493
3037.215-58	R1385	Class	0.942493

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: TECHLAW, INC.

EPA Contract Number: EPW06031

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	16	04/25/2009	01/29/2010
	214	05/01/2010	04/15/2011
	215	10/01/2010	12/31/2010
	216	10/01/2010	02/25/2011
	313	10/01/2011	01/27/2012
	314	05/28/2011	06/24/2011
	316	11/26/2011	03/30/2012
	319	04/30/2011	04/15/2012
	4	12/30/2006	02/23/2007
	416	09/01/2012	11/30/2012

Project Officer(s): PETERSON, STEVEN

Dates of Service: From: 12/30/2006 To: 11/30/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$260,147.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
3037.216-58	R1385	Class	0.942493
3037.214-59	R1483	Class	0.942493
3037.214-60	R1591	Class	0.942493
3037.216-60	R1591	Class	0.942493
3037.214-61	R1697	Class	0.942493
3037.214-62	R1806	Class	0.942493
3037.319-63	R1909	Class	0.942493
3037.314-64	R1A15	Class	0.942493
3037.319-64	R1A16	Class	0.942493
3037.319-65	RCHC1	Class	0.942493
3037.319-66	ACHC11266	Class	0.942493
3037.313-68	AVC110071	Class	0.942493
3037.319-68	AVC110071	Class	0.942493
3037.313-69	AVC120001	Class	0.942493
3037.319-69	AVC120001	Class	0.942493
3037.316-70	AVC120032	Class	0.942493
3037.313-71	AVC120053	Class	0.942493
3037.316-71	AVC120053	Class	0.942493

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contractor Name: TECHLAW, INC.

EPA Contract Number: EPW06031

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	16	04/25/2009	01/29/2010
	214	05/01/2010	04/15/2011
	215	10/01/2010	12/31/2010
	216	10/01/2010	02/25/2011
	313	10/01/2011	01/27/2012
	314	05/28/2011	06/24/2011
	316	11/26/2011	03/30/2012
	319	04/30/2011	04/15/2012
	4	12/30/2006	02/23/2007
	416	09/01/2012	11/30/2012

Project Officer(s): PETERSON, STEVEN

Dates of Service: From: 12/30/2006 To: 11/30/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$260,147.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
3037.319-71	AVC120053	Class	0.942493
3037.319-72	AVC120077	Class	0.942493
3037.316-73	AVC120102	Class	0.942493
3037.319-73	AVC120102	Class	0.942493
3037.319-74	AVC120121	Class	0.942493
3037.416-79	AVC130028	Class	0.942493
3037.416-80	AVC130052	Class	0.942493
3037.416-81	AVC130080	Class	0.942493

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

INTERAGENCY AGREEMENT (IAG)

Federal Agency: DEPARTMENT OF INTERIOR

IAG Number: DW14948147

Project Officer(s): PADOVANI, STEVEN

Dates of Service: From: To:

Summary of Service:

Total Costs: \$8,043.19

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
2714 1	04/22/2009	0.00	27091400 04/22/2009	3,080.30
2714 1	11/03/2009	0.00	27100116 11/03/2009	4,518.42
2714 1	06/23/2010	0.00	27102334 06/23/2010	444.47
Total:				<u><u>\$8,043.19</u></u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

RESPONSE ACTION (RAC) CONTRACT

Contractor Name: SULTRAC, JV
 EPA Contract Number: EPS50602
 Project Officer(s): PARIKH, PANKAJ
 QUIGLEY, EDWARD
 Dates of Service: From: 07/28/2008 To: 08/24/2014
 Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
 Total Costs: \$2,050,463.25

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
A025	09/12/2008	604,053.07	R9457 10/10/2008	3,655.58
A026R	10/22/2008	758,837.64	R9570 11/20/2008	5,783.09
A027	11/14/2008	803,828.08	R9624 12/10/2008	360.12
A028	12/12/2008	611,934.77	R9703 01/09/2009	242.86
A029	01/16/2009	605,029.30	R9822 02/20/2009	701.82
A030	02/11/2009	607,803.66	R9871 03/12/2009	952.44
A031	03/12/2009	793,403.05	R9935 04/08/2009	76.94
A033	05/11/2009	621,568.62	R9B14 06/11/2009	1,787.76
A034	06/10/2009	928,450.92	R9B82 07/08/2009	99.40
A044	04/07/2010	4,217,571.02	R0639 05/04/2010	15,575.60
A045	05/10/2010	3,682,854.16	R0739 06/04/2010	10,768.47
A046	06/04/2010	4,807,113.68	R0827 06/30/2010	13,258.76
A047	07/09/2010	6,443,650.20	R0942 08/04/2010	8,191.70
A048	08/10/2010	5,398,304.19	R0A47 09/03/2010	12,053.12
A049	09/13/2010	6,134,769.96	R1014 10/07/2010	10,266.49
A050	10/18/2010	5,320,731.19	R1128 11/16/2010	20,456.18
A051	11/15/2010	5,136,262.23	R1214 12/13/2010	16,231.21
A052	12/13/2010	4,795,350.19	R1297 01/06/2011	13,530.17
A053	01/18/2011	8,207,994.01	R1421 02/11/2011	18,680.52
A054	02/14/2011	3,912,510.27	R1508 03/10/2011	355,486.97
A055	03/10/2011	3,380,976.71	R1610 04/05/2011	31,904.47
A056	04/14/2011	5,120,229.52	R1727 05/11/2011	12,535.76
A057	05/13/2011	3,817,232.81	R1828 06/07/2011	26,265.04
A058	06/10/2011	4,144,347.50	R1930 07/06/2011	66,506.33
B060	08/17/2011	3,597,529.95	RCHC1 09/15/2011	2,047.17
B061	09/12/2011	5,625,271.87	ACHC11269 09/28/2011	2,008.51
B062	10/14/2011	4,609,945.22	AVC110041 11/14/2011	53,696.93
B063	11/14/2011	4,259,044.81	AVC110080 12/14/2011	128,280.17
B064	12/12/2011	3,565,052.22	AVC120005 01/10/2012	78,556.53

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

RESPONSE ACTION (RAC) CONTRACT

Contractor Name: SULTRAC, JV
 EPA Contract Number: EPS50602
 Project Officer(s): PARIKH, PANKAJ
 QUIGLEY, EDWARD
 Dates of Service: From: 07/28/2008 To: 08/24/2014
 Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
 Total Costs: \$2,050,463.25

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
A060-R	12/16/2011	261,934.54	AVC120009 01/13/2012	5,206.03
A059-R	12/21/2011	548,256.01	AVC120016 01/19/2012	86,970.22
B065	01/13/2012	5,275,807.10	AVC120037 02/14/2012	36,196.34
B066	02/15/2012	3,579,248.57	AVC120072 03/30/2012	32,330.48
B067	03/09/2012	6,642,159.20	AVC120081 04/11/2012	30,231.56
B068	04/17/2012	11,747,034.92	AVC120108 05/18/2012	15,366.22
B069	05/16/2012	4,584,341.26	AVC120126 06/14/2012	11,026.93
B070	06/14/2012	1,824,549.66	AVC120145 07/12/2012	56,737.53
B071	07/16/2012	2,640,368.95	AVC120168 08/14/2012	22,313.37
B072	08/13/2012	3,965,886.17	AVC120198 09/26/2012	13,183.29
B073	09/14/2012	0.00	10/02/2012	71,486.82
B074	10/17/2012	2,664,842.97	AVC130043 11/07/2012	54,125.17
B075	11/12/2012	1,904,942.36	AVC130063 12/03/2012	45,341.54
B076	12/06/2012	1,090,097.93	AVC130077 12/20/2012	49,555.84
B077	01/11/2013	1,181,037.61	AVC130105 01/31/2013	112,693.92
B078	02/08/2013	1,089,668.04	AVC130124 02/27/2013	51,458.66
B079	03/08/2013	777,441.29	AVC130146 03/29/2013	29,146.31
B080	04/11/2013	826,404.89	AVC130169 05/01/2013	55,173.09
B081	05/09/2013	774,791.38	AVC130186 05/23/2013	33,911.25
B082	06/06/2013	1,048,578.35	AVC130210 06/26/2013	3,821.25
B083	07/11/2013	1,975,366.19	AVC130241 08/08/2013	7,230.99
B084	08/08/2013	1,032,186.15	AVC130256 08/28/2013	4,691.45
B085	09/09/2013	1,630,028.47	AVC130277 09/26/2013	5,576.36
B086	10/11/2013	2,546,638.65	AVC140026 11/08/2013	203,780.21
B087	11/07/2013	1,208,241.68	AVC140038 11/25/2013	1,834.82
B088	12/09/2013	1,859,486.80	AVC140065 01/06/2014	1,504.26
B089	01/10/2014	888,592.08	AVC140079 01/27/2014	1,811.79
B090	02/06/2014	950,131.60	AVC140100 02/26/2014	2,252.81
B091	03/06/2014	754,052.71	AVC140126 04/02/2014	6,132.07

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

RESPONSE ACTION (RAC) CONTRACT

Contractor Name: SULTRAC, JV
 EPA Contract Number: EPS50602
 Project Officer(s): PARIKH, PANKAJ
 QUIGLEY, EDWARD
 Dates of Service: From: 07/28/2008 To: 08/24/2014
 Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
 Total Costs: \$2,050,463.25

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
B092	04/10/2014	2,483,974.41	AVC140147 05/01/2014	6,103.48
B093	05/09/2014	1,164,375.04	AVC140172 06/02/2014	9,991.34
A063	05/23/2014	197,222.00	AVC140177 06/09/2014	35,862.00
B094	06/05/2014	1,481,325.14	AVC140189 06/25/2014	5,228.11
B094Z2A	06/19/2014	228,376.00	AVC140192 06/30/2014	28,455.00
B095	07/14/2014	2,024,781.35	AVC140241 08/04/2014	2,172.35
B096	08/07/2014	2,110,175.57	AVC140303 09/02/2014	71.77
B097	09/09/2014	2,219,117.59	AVC140323 09/25/2014	1,528.51
Total:				<u>\$2,050,463.25</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: INDIANA DEM

SCA Number: V00E00779

Project Officer(s): Gloria Willis

Dates of Service: From: To:

Summary of Service:

Total Costs: \$2,700.00

<u>Drawdown Number</u>	<u>Drawdown Date</u>	<u>Drawdown Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
356000158B	10/06/2011	45,823.00	23041810987 10/06/2011	1,232.00
356000158B	02/10/2012	33,843.00	20411810987 02/10/2012	532.00
356000158B	05/18/2012	43,046.00	21391810987 05/18/2012	842.00
356000158B	07/11/2012	4,550.00	07/11/2012	94.00
Total:				<u><u>\$2,700.00</u></u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

SCA Number: V00E00994

Project Officer(s): Frances Dean

Dates of Service: From: 04/01/2012 To: 03/31/2013

Summary of Service:

Total Costs: \$11,158.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date	Site Amount
356000158B	08/23/2012	30,000.00	22361810987 08/23/2012	176.00
356000158B	10/25/2012	38,400.00	32991810987 10/25/2012	2,272.00
356000158B	01/31/2013	32,178.00	30311810987 01/31/2013	3,295.00
356000158B	04/30/2013	44,205.00	31201810987 04/30/2013	4,895.00
356000158B	07/24/2013	10,353.00	32051810987 07/24/2013	520.00
Total:				<u>\$11,158.00</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: INDIANA DEM

SCA Number: V01E00994

Project Officer(s): Frances Dean

Dates of Service: From: 04/01/2013 To: 03/31/2015

Summary of Service:

Total Costs: \$13,114.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date	Site Amount
356000158B	08/22/2013	36,606.00	32341810987 08/22/2013	3,490.00
356000158B	10/30/2013	38,512.00	43031810987 10/30/2013	2,804.00
356000158B	02/06/2014	31,297.00	40371810987 02/06/2014	1,536.00
356000158B	04/22/2014	30,919.00	41121810987 04/22/2014	1,779.00
356000158B	07/22/2014	40,505.00	42031810987 07/22/2014	3,505.00
Total:				<u>\$13,114.00</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: INDIANA DEM

SCA Number: V96500302

Project Officer(s): Gloria Willis

Dates of Service: From: 01/01/2006 To: 03/31/2011

Summary of Service:

Total Costs: \$39,986.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
356000158BV	12/24/2008	31,659.00	90061810987	12/24/2008	268.00
356000158BV	05/15/2009	16,393.00	91401810987	05/15/2009	6,366.00
356000158BV	08/27/2009	30,663.00	92431810987	08/27/2009	5,061.00
356000158BV	12/17/2009	83,446.00	00131810987	12/17/2009	8,680.00
356000158BV	02/26/2010	35,920.00	00611810987	02/26/2010	2,438.00
356000158BV	06/25/2010	49,096.00	01791810987	06/25/2010	4,065.00
356000158BV	09/21/2010	49,211.00	02661810987	09/21/2010	4,348.00
356000158BV	02/01/2011	47,798.00	10421810987	02/01/2011	447.00
356000158BV	03/07/2011	21,188.00	11101810987	03/07/2011	2,980.00
356000158BV	06/10/2011	40,204.00	11671810987	06/10/2011	979.00
356000158B	11/23/2011	0.00		11/23/2011	4,354.00
Total:					<u>\$39,986.00</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)

Contractor Name: STN ENVIRONMENTAL JOINT VENTURE

EPA Contract Number: EPS50603

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	5003	08/01/2006	02/28/2009

Project Officer(s): STANUCH, GAIL

Dates of Service: From: 08/01/2006 To: 02/28/2009

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$11,919.80

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
3	09/14/2006	9,710.06	R7A63 10/26/2006	3,059.99	883.67
JV7M023	10/31/2006	0.00	7M023 10/31/2006	-3,059.99	-883.67
3-REISSUE	09/14/2006	9,710.06	07A85 11/08/2006	3,059.99	883.67
4	10/11/2006	22,191.98	R7B10 11/16/2006	4,447.60	1,284.39
5	10/11/2006	44,521.56	R7C04 12/28/2006	842.46	243.29
6	12/08/2006	49,780.61	R7C42 01/12/2007	43.70	12.62
8	02/12/2007	63,971.20	R7D62 03/15/2007	461.79	133.36
9	03/14/2007	45,445.70	R7E33 04/16/2007	349.56	100.95
33	03/19/2009	11,494.48	R9964 04/16/2009	43.78	12.64
Total:				<u>\$9,248.88</u>	<u>\$2,670.92</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)

Contractor Name: STN ENVIRONMENTAL JOINT VENTURE

EPA Contract Number: EPS50603

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	5003	08/01/2006	02/28/2009

Project Officer(s): STANUCH, GAIL

Dates of Service: From: 08/01/2006 To: 02/28/2009

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$11,919.80

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
3	R7A63	Class	0.288782
JV7M023	7M023	Class	0.288782
3-REISSUE	07A85	Class	0.288782
4	R7B10	Class	0.288782
5	R7C04	Class	0.288782
6	R7C42	Class	0.288782
8	R7D62	Class	0.288782
9	R7E33	Class	0.288782
33	R9964	Class	0.288782

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS50604

Delivery Order Information	DO #	Start Date	End Date
	5001	08/25/2012	03/29/2013
	5008	07/26/2008	04/01/2011

Project Officer(s): CHUMMAR, SAM
KOSIK, LORRAINE
STANUCH, GAIL

Dates of Service: From: 07/26/2008 To: 03/29/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$244,476.95

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
8-A23	09/19/2008	173,854.64	R9485 10/20/2008	210.99	42.30
8-A24	10/20/2008	161,533.26	R9581 11/25/2008	5,145.08	1,031.55
8-A25	11/19/2008	301,600.24	R9660 12/23/2008	4,848.06	1,144.41
8-A26	12/19/2008	107,699.45	R9754 01/26/2009	2,696.40	636.50
8-A27	01/20/2009	192,686.16	R9831 02/24/2009	1,133.39	267.54
8-A28	02/20/2009	85,103.56	R9898 03/23/2009	6,146.36	1,450.88
8-A29	03/20/2009	92,763.47	R9970 04/17/2009	425.19	100.37
8-A30	04/20/2009	114,131.44	R9A57 05/21/2009	269.45	63.61
8-A31	05/20/2009	125,529.48	R9B51 06/23/2009	6,119.93	1,444.64
8-A32	06/20/2009	246,777.79	R9C22 07/16/2009	30,313.42	7,155.63
8-A33	07/20/2009	205,117.47	R9D22 08/20/2009	7,395.59	1,745.77
8-A34	08/20/2009	216,321.08	R9E05 09/18/2009	41,270.59	9,742.14
8-A35	09/18/2009	138,616.92	R0060 10/22/2009	2,398.23	566.11
8-A36	10/20/2009	203,725.34	R0145 11/19/2009	2,607.39	615.49
8-A37	11/20/2009	231,054.84	R0243 12/18/2009	20,339.88	2,444.51
8-A38	12/18/2009	295,233.64	R0350 01/27/2010	6,324.25	760.07
8-A39	01/20/2010	307,817.31	R0433 02/23/2010	2,843.93	341.79
8-A40	02/19/2010	304,669.45	R0539 03/30/2010	33,216.42	3,992.05
8-A41	03/22/2010	181,363.08	R0610 04/22/2010	2,802.15	336.77
8-A42	04/20/2010	347,640.21	R0701 05/20/2010	7,223.52	868.14
8-A43	05/20/2010	298,590.96	R0792 06/17/2010	276.61	33.24
8-A53	03/18/2011	152,687.48	R1652 04/14/2011	297.01	22.78
8-A54	04/20/2011	255,398.76	R1765 05/18/2011	148.76	11.41

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS50604

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	5001	08/25/2012	03/29/2013
	5008	07/26/2008	04/01/2011

Project Officer(s): CHUMMAR, SAM
KOSIK, LORRAINE
STANUCH, GAIL

Dates of Service: From: 07/26/2008 To: 03/29/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$244,476.95

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
1-A72	10/22/2012	532,051.73	AVC130045 11/09/2012	1,221.09	74.91
1-A73	11/20/2012	546,854.46	AVC130069 12/11/2012	6,218.44	381.48
1-A74	12/20/2012	377,046.77	AVC130093 01/14/2013	8,041.18	493.30
1-A75	01/22/2013	456,742.13	AVC130114 02/12/2013	7,088.94	434.89
1-A76	02/20/2013	300,330.11	AVC130136 03/15/2013	616.91	37.85
1-A77	03/20/2013	355,640.64	AVC130154 04/10/2013	208.49	12.79
1-A78	04/17/2013	346,891.46	AVC130172 05/06/2013	381.40	23.40
1-A87Z	12/27/2013	-2,997.00	JV0019017 02/20/2014	-14.78	-0.91
1-A87Z	12/27/2013	-2,997.00	JV0019019 02/20/2014	-11.99	-0.74
Total:				\$208,202.28	\$36,274.67

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS50604

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	5001	08/25/2012	03/29/2013
	5008	07/26/2008	04/01/2011

Project Officer(s): CHUMMAR, SAM
KOSIK, LORRAINE
STANUCH, GAIL

Dates of Service: From: 07/26/2008 To: 03/29/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$244,476.95

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
8-A23	R9485	Final	0.200493
8-A24	R9581	Final	0.200493
8-A25	R9660	Final	0.236055
8-A26	R9754	Final	0.236055
8-A27	R9831	Final	0.236055
8-A28	R9898	Final	0.236055
8-A29	R9970	Final	0.236055
8-A30	R9A57	Final	0.236055
8-A31	R9B51	Final	0.236055
8-A32	R9C22	Final	0.236055
8-A33	R9D22	Final	0.236055
8-A34	R9E05	Final	0.236055
8-A35	R0060	Final	0.236055
8-A36	R0145	Final	0.236055
8-A37	R0243	Final	0.120183
8-A38	R0350	Final	0.120183
8-A39	R0433	Final	0.120183
8-A40	R0539	Final	0.120183
8-A41	R0610	Final	0.120183
8-A42	R0701	Final	0.120183
8-A43	R0792	Final	0.120183
8-A53	R1652	Final	0.076684
8-A54	R1765	Final	0.076684

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS50604

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	5001	08/25/2012	03/29/2013
	5008	07/26/2008	04/01/2011

Project Officer(s): CHUMMAR, SAM
KOSIK, LORRAINE
STANUCH, GAIL

Dates of Service: From: 07/26/2008 To: 03/29/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$244,476.95

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1-A72	AVC130045	Provisional	0.061347
1-A73	AVC130069	Provisional	0.061347
1-A74	AVC130093	Provisional	0.061347
1-A75	AVC130114	Provisional	0.061347
1-A76	AVC130136	Provisional	0.061347
1-A77	AVC130154	Provisional	0.061347
1-A78	AVC130172	Provisional	0.061347
1-A87Z	JV0019017	Provisional	0.061347
1-A87Z	JV0019019	Provisional	0.061347

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: ROY F. WESTON

EPA Contract Number: 68-01-7367

Project Officer(s):

Dates of Service: From: To:

Summary of Service: TECH ASSIST TEAMS EMERG RESPON-SUB(REDI)

Total Costs: \$45,597.82

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
15		0.00	R8592 01/29/1988	922.32	1,037.97
16		0.00	R8605 03/01/1988	493.75	555.66
18		0.00	R8629 04/20/1988	1,373.53	1,545.76
17		0.00	R8632 04/23/1988	2,172.88	2,445.34
20		0.00	R8657 06/16/1988	3,815.99	4,294.47
19		0.00	R8637 06/29/1988	1,809.28	2,036.14
22		0.00	R8670 07/15/1988	189.59	213.36
23		0.00	R8680 08/09/1988	27.41	30.85
24		0.00	R8704 09/12/1988	82.22	92.53
26		0.00	R8745 11/17/1988	307.07	345.57
28		0.00	R8789 01/25/1989	132.64	149.27
JV12345678901	04/26/1989	0.00	12345678901 04/26/1989	11,326.68	10,197.54
Total:				\$22,653.36	\$22,944.46

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: ROY F. WESTON

EPA Contract Number: 68-01-7367

Project Officer(s):

Dates of Service: From: To:

Summary of Service: TECH ASSIST TEAMS EMERG RESPON-SUB(REDI)

Total Costs: \$45,597.82

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
15	R8592	Final	1.125389
16	R8605	Final	1.125389
18	R8629	Final	1.125389
17	R8632	Final	1.125389
20	R8657	Final	1.125389
19	R8637	Final	1.125389
22	R8670	Final	1.125389
23	R8680	Final	1.125389
24	R8704	Final	1.125389
26	R8745	Final	1.125389
28	R8789	Final	1.125389
JV12345678901	12345678901	Provisional	0.900311

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL ENFORCEMENT SUPPORT (TES) CONTRACT

Contractor Name: PLANNING RESEARCH CORPORATION
EPA Contract Number: 68-W9-0006
Delivery Order Information DO # Start Date End Date
51 04/01/1994 04/30/1994
Project Officer(s): HOWARD, EVA M.
Dates of Service: From: 04/01/1994 To: 04/30/1994
Summary of Service: TECHNICAL ENFORCEMENT SUPPORT-SUB(REDI)
Total Costs: \$49.42

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
JVR9271	01/14/1991	0.00	R9271 01/14/1991	34.08	3.37
C05-69	05/20/1994	189,236.06	R4670 06/21/1994	10.65	1.32
Total:				<u>\$44.73</u>	<u>\$4.69</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL ENFORCEMENT SUPPORT (TES) CONTRACT

Contractor Name: PLANNING RESEARCH CORPORATION

EPA Contract Number: 68-W9-0006

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	51	04/01/1994	04/30/1994

Project Officer(s): HOWARD, EVA M.

Dates of Service: From: 04/01/1994 To: 04/30/1994

Summary of Service: TECHNICAL ENFORCEMENT SUPPORT-SUB(REDI)

Total Costs: \$49.42

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
JVR9271	R9271	Provisional	0.098794
C05-69	R4670	Final	0.123492

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: ARCTIC SLOPE REGIONAL CORP(ASRC)

EPA Contract Number: 68-W0-1002

Project Officer(s):

Dates of Service: From: To:

Summary of Service:

Total Costs: \$74.70

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
JVR3391	07/24/2003	0.00	R3391 07/24/2003	37.75
JVR4499	08/04/2004	0.00	R4499 08/04/2004	11.00
JVR3391	08/26/2004	0.00	R3391 08/26/2004	-37.75
JVR5256	03/03/2005	0.00	R5256 03/03/2005	63.70
			Total:	<u>\$74.70</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: DYNCORP SYSTEMS & SOLUTIONS LLC

EPA Contract Number: 68-W0-3016

Project Officer(s): GATSON, CRYSTAL
WILLIFORD, ESTHER

Dates of Service: From: 03/06/2007 To: 10/26/2007

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$28,036.88

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
70.5173-001	04/13/2007	87,063.84	R7E87 05/10/2007	663.28	245.99
70.5173-002	05/10/2007	81,730.08	R7F44 06/06/2007	1,661.51	616.20
70.5173-003	06/07/2007	90,324.19	R7G02 07/06/2007	1,555.41	576.85
70.5173-004	07/13/2007	136,965.18	R7G72 08/08/2007	2,335.98	866.34
70.5173-005	08/06/2007	84,290.77	R7H27 08/31/2007	1,865.32	691.79
70.5173-006	09/14/2007	105,516.39	R8183 10/11/2007	4,305.16	1,596.65
70.5173-007	10/10/2007	149,787.54	R8323 11/07/2007	7,588.64	2,814.39
70.5173-008	11/07/2007	104,662.86	R8452 12/04/2007	479.78	173.59
Total:				<u>\$20,455.08</u>	<u>\$7,581.80</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: DYNCORP SYSTEMS & SOLUTIONS LLC
EPA Contract Number: 68-W0-3016
Project Officer(s): GATSON, CRYSTAL
WILLIFORD, ESTHER
Dates of Service: From: 03/06/2007 To: 10/26/2007
Summary of Service: TECHNICAL SERVICES AND SUPPORT
Total Costs: \$28,036.88

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
70.5173-001	R7E87	Final	0.370869
70.5173-002	R7F44	Final	0.370869
70.5173-003	R7G02	Final	0.370869
70.5173-004	R7G72	Final	0.370869
70.5173-005	R7H27	Final	0.370869
70.5173-006	R8183	Final	0.370869
70.5173-007	R8323	Final	0.370869
70.5173-008	R8452	Final	0.361818

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: ASRC MANAGEMENT SERVICES, INC.

EPA Contract Number: EPW05052

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	66	10/30/2006	07/31/2011

Project Officer(s): CALVIN, LYNN
 PFUNDHELLER, JANET
 RZEZNIK, ANNA

Dates of Service: From: 10/30/2006 To: 07/31/2011

Summary of Service: ADMINISTRATIVE SUPPORT SERVICES

Total Costs: \$342.59

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
2	12/05/2006	53,470.23	R7C14 01/04/2007	34.65
5	03/07/2007	64,026.87	R7E11 04/04/2007	16.05
4	02/06/2007	58,679.36	R7E45 04/19/2007	32.11
11	09/10/2007	62,357.35	R8146 10/10/2007	8.01
12	10/09/2007	78,282.68	R8315 11/06/2007	88.42
13	11/07/2007	63,882.95	R8A05 12/26/2007	16.22
16	02/11/2008	58,739.03	R8B84 03/13/2008	16.43
24	10/10/2008	70,502.39	R9546 11/14/2008	73.58
50	09/10/2010	89,745.36	R1016 10/07/2010	7.56
62	06/10/2011	125,432.67	R1931 07/07/2011	15.33
64	08/10/2011	100,609.85	RCHC1 09/12/2011	34.23
Total:				<u>\$342.59</u>

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: COMPUTER SCIENCES CORPORATION

EPA Contract Number: EPW06046

Delivery Order Information	DO #	Start Date	End Date
	1	07/28/2012	11/23/2012

Project Officer(s): TAYLOR, LUCINDA

Dates of Service: From: 06/20/2006 To: 11/23/2012

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$18,597.96

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
4791.0-005	11/06/2006	928,313.45	R7B53 12/07/2006	102.05	119.61
4791.0-006	12/05/2006	833,355.86	R7C11 01/04/2007	16.40	19.22
4791.0-008	02/05/2007	766,167.85	R7D56 03/13/2007	1,022.13	1,198.04
4791.0-009	03/05/2007	775,466.97	R7E03 04/02/2007	15.05	17.64
11RATE07	03/12/2007	480,417.83	R7E36 04/17/2007	90.78	106.40
4791.1-0012	06/08/2009	924,952.38	R9B78 07/07/2009	3,308.65	3,038.34
4791.1-0013	07/08/2009	1,117,872.16	R9C70 08/05/2009	372.50	342.07
4791.1-0017	11/06/2009	956,353.95	R0180 12/02/2009	9.51	7.55
4791.1-0018	12/04/2009	897,186.97	R0271 12/31/2009	1,420.91	1,127.95
4791.1-0019	01/08/2010	1,099,021.92	R0377 02/05/2010	73.17	58.08
91.1-RAFY10	07/22/2010	476,065.79	R0A12 08/24/2010	224.89	178.52
4791.1-0029	11/05/2010	942,892.07	R1188 12/03/2010	545.81	514.79
4791.1-0030	12/03/2010	904,209.71	R1278 12/30/2010	80.46	75.89
4791.1-0031	01/07/2011	1,055,363.09	R1397 02/07/2011	48.24	45.50
4791.1-0032	02/04/2011	1,004,296.70	R1486 03/03/2011	144.41	136.20
4791.1-0033	03/03/2011	1,023,396.17	R1609 04/05/2011	463.91	437.54
4791.1-0034	04/11/2011	1,218,730.95	R1714 05/06/2011	39.17	36.94
911RAFY1136	05/26/2011	469,584.30	R1882 06/21/2011	55.28	52.14
JVL3892	08/26/2011	0.00	L3892 08/26/2011	-0.60	-0.63
C04791.2-0006	12/01/2011	843,564.31	AVC110093 12/29/2011	253.05	330.40
C04791.2-0005	11/03/2011	890,868.31	AVC120001 01/06/2012	26.24	34.26
C04791.2-0007	01/06/2012	1,046,370.40	AVC120030 02/06/2012	261.07	340.87
4791.2-0008	02/02/2012	887,124.76	AVC120050 03/02/2012	101.77	132.88
4791.2-0009	03/01/2012	954,308.45	AVC120085 04/17/2012	280.28	365.95
RAFY11-0043	03/28/2012	115,455.37	AVC120093 04/27/2012	15.79	20.62
4791.2-0010	04/06/2012	1,155,078.61	AVC120099 05/07/2012	20.42	26.66

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: COMPUTER SCIENCES CORPORATION

EPA Contract Number: EPW06046

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	1	07/28/2012	11/23/2012

Project Officer(s): TAYLOR, LUCINDA

Dates of Service: From: 06/20/2006 To: 11/23/2012

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$18,597.96

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
911RAFY1044	04/23/2012	143,198.78	AVC120113 05/25/2012	65.53	85.56
912RAFY1211	04/25/2012	605,277.17	AVC120114 05/29/2012	72.21	94.28
4791.3-0003	08/30/2012	1,046,854.39	AVC120196 09/24/2012	135.57	141.61
4791.3-0004	10/03/2012	1,288,095.80	AVC130022 10/22/2012	97.19	101.52
4791.3-0006	11/30/2012	810,073.08	AVC130076 12/19/2012	24.32	25.40
Total:				\$9,386.16	\$9,211.80

Contract Costs

Cumulative Site Expenditures Through 09/30/2014

Contractor Name:	COMPUTER SCIENCES CORPORATION		
EPA Contract Number:	EPW06046		
Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	1	07/28/2012	11/23/2012
Project Officer(s):	TAYLOR, LUCINDA		
Dates of Service:	From: 06/20/2006 To: 11/23/2012		
Summary of Service:	TECHNICAL SERVICES AND SUPPORT		
Total Costs:	\$18,597.96		

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: COMPUTER SCIENCES CORPORATION
EPA Contract Number: EPW06046
Delivery Order Information DO # Start Date End Date
1 07/28/2012 11/23/2012
Project Officer(s): TAYLOR, LUCINDA
Dates of Service: From: 06/20/2006 To: 11/23/2012
Summary of Service: TECHNICAL SERVICES AND SUPPORT
Total Costs: \$18,597.96

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
911RAFY1044	AVC120113	Final	1.305675
912RAFY1211	AVC120114	Final	1.305675
4791.3-0003	AVC120196	Provisional	1.044540
4791.3-0004	AVC130022	Provisional	1.044540
4791.3-0006	AVC130076	Provisional	1.044540

Reconciliation Pending

Contract Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TECHNICAL SERVICE AND SUPPORT

Contractor Name: PRIMUS SOLUTIONS, INC.

EPA Contract Number: EPW11024

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	19	09/30/2011	08/31/2014

Project Officer(s): CALVIN, LYNN
RZEZNIK, ANNA

Dates of Service: From: 09/30/2011 To: 08/31/2014

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$2,105.80

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
INV-0000365071	11/15/2011	77,769.02	AVC110081 12/15/2011	290.01
373982	01/15/2012	91,559.52	AVC120041 02/17/2012	172.22
413067	07/19/2012	75,854.67	AVC120166 08/10/2012	30.24
1	11/15/2012	66,750.76	AVC130067 12/07/2012	46.10
2	12/15/2012	59,706.86	AVC130083 12/28/2012	21.02
4	02/15/2013	68,616.57	AVC130139 03/20/2013	178.31
7	05/13/2013	77,502.73	AVC130200 06/12/2013	56.45
14	11/15/2013	26,184.54	AVC140050 12/12/2013	309.68
15	12/17/2013	82,624.52	AVC140072 01/15/2014	136.27
16	01/23/2014	99,552.32	AVC140100 02/26/2014	225.80
17	02/18/2014	67,039.53	AVC140119 03/24/2014	47.97
19	04/14/2014	111,970.63	AVC140145 04/29/2014	116.96
20	05/12/2014	82,356.87	AVC140174 06/04/2014	179.07
22	07/17/2014	87,562.57	AVC140277 08/14/2014	177.00
24	09/11/2014	91,386.07	AVC140325 09/29/2014	118.70
Total:				<u>\$2,105.80</u>

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs	\$218,326.71
Total Financial Cost Summary	<u>\$218,326.71</u>

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program
 LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB
 Cumulative Site Expenditures Through 09/30/2014

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$218,326.71

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 1</u>					
<u>EPA Contract Number: EPW11031, KAP TECHNOLOGIES, INC</u>					
2011457	12/01/2011	1,896.00	AVC110082 12/16/2011	1,896.00	2,475.56
2011458	12/01/2011	1,817.00	AVC110082 12/16/2011	1,817.00	2,372.41
Totals for EPW11031:				\$3,713.00	\$4,847.97
Totals for Case Number 1:				\$3,713.00	\$4,847.97

Case Number: 35735EPA Contract Number: EPW05030, MITKEM CORP

6E1396	10/18/2006	1,776.50	R7B21 11/21/2006	1,776.50	2,082.24
Totals for EPW05030:				\$1,776.50	\$2,082.24
Totals for Case Number 35735:				\$1,776.50	\$2,082.24

Case Number: 35998EPA Contract Number: EPW05032, KAP TECHNOLOGIES, INC.

4008	01/11/2007	1,798.00	R7D03 02/13/2007	1,798.00	2,107.44
4009	01/11/2007	1,605.80	R7D03 02/13/2007	1,605.80	1,882.17
4010	01/11/2007	1,178.00	R7D08 02/14/2007	1,178.00	1,380.74
4016	01/24/2007	496.00	R7D22 02/22/2007	496.00	581.36
Totals for EPW05032:				\$5,077.80	\$5,951.71
Totals for Case Number 35998:				\$5,077.80	\$5,951.71

Case Number: 38502EPA Contract Number: EPW05032, KAP TECHNOLOGIES, INC.

2507	06/11/2009	1,388.86	R9B85 07/08/2009	1,388.86	1,275.39
2508	06/11/2009	1,502.16	R9B85 07/08/2009	1,502.16	1,379.44
2510	06/11/2009	1,388.86	R9B85 07/08/2009	1,388.86	1,275.39

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program
 LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB
 Cumulative Site Expenditures Through 09/30/2014

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$218,326.71

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 38502</u>					
<u>EPA Contract Number: EPW05032, KAP TECHNOLOGIES, INC.</u>					
2511	06/11/2009	1,439.57	R9B85 07/08/2009	1,439.57	1,321.96
2512	06/11/2009	795.48	R9B85 07/08/2009	795.48	730.49
E0098	06/11/2009	1,534.14	R9B85 07/08/2009	1,534.14	1,408.80
E00J4	06/11/2009	1,250.04	R9B85 07/08/2009	1,250.04	1,147.91
2531	06/25/2009	1,627.34	R9C30 07/20/2009	1,627.34	1,494.39
2532	06/25/2009	1,250.04	R9C30 07/20/2009	1,250.04	1,147.91
2533	06/25/2009	695.50	R9C30 07/20/2009	695.50	638.68
2534	06/25/2009	795.48	R9C30 07/20/2009	795.48	730.49
Totals for EPW05032:				\$13,667.47	\$12,550.85
Totals for Case Number 38502:				\$13,667.47	\$12,550.85

Case Number: 38566

<u>EPA Contract Number: EPW07057, TESTAMERICA LABORATORIES, INC.</u>					
20098521	06/23/2009	7,260.00	R9C23 07/16/2009	7,260.00	6,666.87
20098522	06/23/2009	2,194.50	R9C23 07/16/2009	2,194.50	2,015.21
20098523	06/23/2009	8,316.00	R9C23 07/16/2009	8,316.00	7,636.60
20098524	06/23/2009	5,670.00	R9C23 07/16/2009	5,670.00	5,206.77
Totals for EPW07057:				\$23,440.50	\$21,525.45
Totals for Case Number 38566:				\$23,440.50	\$21,525.45

Case Number: 39125

<u>EPA Contract Number: EPW07057, TESTAMERICA LABORATORIES, INC.</u>					
20100909	11/24/2009	4,812.00	R0247 12/22/2009	4,812.00	3,819.87
20100911	11/24/2009	5,070.00	R0246 12/22/2009	5,070.00	4,024.68
20100908	12/01/2009	4,860.00	R0255 12/24/2009	4,860.00	3,857.97
20100899	12/07/2009	3,972.00	R0269 12/30/2009	3,972.00	3,153.06
20101011	12/07/2009	4,860.00	R0269 12/30/2009	4,860.00	3,857.97
20100895	12/07/2009	2,860.00	R0278 01/05/2010	2,860.00	2,270.33

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program
 LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB
 Cumulative Site Expenditures Through 09/30/2014

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$218,326.71

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 39125</u>					
<u>EPA Contract Number: EPW07057, TESTAMERICA LABORATORIES, INC.</u>					
20100896	12/07/2009	2,940.00	R0278 01/05/2010	2,940.00	2,333.84
Totals for EPW07057:				\$29,374.00	\$23,317.72
Totals for Case Number 39125:				\$29,374.00	\$23,317.72
<u>Case Number: 40440</u>					
<u>EPA Contract Number: EPW05028, LIBERTY ANALYTICAL CORPORATION</u>					
I29004	10/29/2010	4,678.85	R1162 11/24/2010	4,678.85	4,412.93
I29005	10/29/2010	1,747.05	R1162 11/24/2010	1,747.05	1,647.76
Totals for EPW05028:				\$6,425.90	\$6,060.69
<u>EPA Contract Number: EPW09041, SHEALY ENVIRONMENTAL SERVICES, INC</u>					
122554	01/30/2011	1,530.00	R1465 02/24/2011	1,530.00	1,443.04
Totals for EPW09041:				\$1,530.00	\$1,443.04
Totals for Case Number 40440:				\$7,955.90	\$7,503.73
<u>Case Number: 40669</u>					
<u>EPA Contract Number: EPW05032, KAP TECHNOLOGIES, INC.</u>					
5323	12/16/2010	3,101.20	R1323 01/13/2011	3,101.20	2,924.94
5324	12/16/2010	2,234.65	R1323 01/13/2011	2,234.65	2,107.64
Totals for EPW05032:				\$5,335.85	\$5,032.58
<u>EPA Contract Number: EPW09037, BONNER ANALYTICAL TESTING CO.</u>					

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$218,326.71

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 40669</u>					
<u>EPA Contract Number: EPW09037, BONNER ANALYTICAL TESTING CO.</u>					
45142	11/29/2010	2,072.00	R1269 12/28/2010	2,072.00	1,954.24
Totals for EPW09037:				\$2,072.00	\$1,954.23
Totals for Case Number 40669:				\$7,407.85	\$6,986.81

Case Number: 40945

<u>EPA Contract Number: EPW05026, ALS GROUP USA, CORP (AKA DATACHEM LABORATORY)</u>					
49694	03/25/2011	570.00	R1664 04/19/2011	570.00	537.60
49695	03/25/2011	665.00	R1664 04/19/2011	665.00	627.20
49696	03/25/2011	665.00	R1664 04/19/2011	665.00	627.20
Totals for EPW05026:				\$1,900.00	\$1,792.00
Totals for Case Number 40945:				\$1,900.00	\$1,792.00

Case Number: 41979

<u>EPA Contract Number: EPW11033, SPECTRUM ANAL. INC.</u>					
M9011670	12/29/2011	1,980.00	AVC120023 01/26/2012	1,980.00	2,585.24
M9011683	01/16/2012	1,980.00	AVC120036 02/13/2012	1,980.00	2,585.24
M9011693	01/24/2012	2,610.00	AVC120042 02/21/2012	2,610.00	3,407.81
Totals for EPW11033:				\$6,570.00	\$8,578.29
Totals for Case Number 41979:				\$6,570.00	\$8,578.29

Case Number: 42166

<u>EPA Contract Number: EPW11037, ALS LABORATORY GROUP</u>					
66228	03/13/2012	2,090.00	AVC120082 04/12/2012	2,090.00	2,728.86

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program
 LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB
 Cumulative Site Expenditures Through 09/30/2014

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$218,326.71

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 42166</u>					
<u>EPA Contract Number: EPW11037, ALS LABORATORY GROUP</u>					
66229	03/13/2012	2,375.00	AVC120082 04/12/2012	2,375.00	3,100.98
Totals for EPW11037:				\$4,465.00	\$5,829.84
Totals for Case Number 42166:				\$4,465.00	\$5,829.84
<u>Case Number: 42835</u>					
<u>EPA Contract Number: EPW11033, SPECTRUM ANAL. INC.</u>					
M9014098	10/31/2012	2,662.20	AVC130048 11/15/2012	2,662.20	2,780.77
M9014107	10/31/2012	2,203.20	AVC130048 11/15/2012	2,203.20	2,301.33
M9014134	10/31/2012	1,009.80	AVC130053 11/21/2012	1,009.80	1,054.78
Totals for EPW11033:				\$5,875.20	\$6,136.88
Totals for Case Number 42835:				\$5,875.20	\$6,136.88
Totals for Routine Analytical Services:				\$111,223.22	\$107,103.49

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program
LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB
Cumulative Site Expenditures Through 09/30/2014

CONTRACT LAB PROGRAM (CLP) COSTS

<u>Fiscal Year</u>	<u>Rate Type</u>	<u>SMO Rate</u>
2007	Final	1.172105
2009	Final	0.918302
2010	Final	0.793822
2011	Final	0.943165
2012	Final	1.305675
2013	Provisional	1.044540

Reconciliation Pending

Miscellaneous (MIS) Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

Miscellaneous (MIS) Costs

Total Costs: \$109.44

<u>Procurement Number</u>	<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Description</u>
<u>DUN & BRADSTREET</u>						
0U9800NBLX			0.00	JV893	08/30/1988	87.90
7U0024NBLX	1605564	07/26/1990	16,700.00	000A90254	09/13/1990	21.54
Vendor Total:						<u>\$109.44</u>
Total Miscellaneous Costs:						<u><u>\$109.44</u></u>

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Fiscal Year</u>	<u>Payroll Hours</u>	<u>Indirect Rate (\$/HR)</u>	<u>Indirect Costs</u>
1988	319.50	64	20,448.00
1989	6.00	64	384.00
	<u>325.50</u>		

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
1990	1,209.66	31.03%	375.37
1991	4,324.38	27.61%	1,193.98
1992	7,810.22	29.75%	2,323.55
1993	4,339.39	33.32%	1,445.85
1994	531.01	35.87%	190.46
1996	-116.32	32.57%	-37.89
1997	18.87	39.72%	7.50
1998	461.14	38.85%	179.15
2003	37.75	55.15%	20.82
2004	-26.75	52.57%	-14.07
2005	63.70	61.71%	39.31
2006	2,838.15	56.23%	1,595.89
2007	75,060.25	62.91%	47,220.43
2008	97,475.08	61.66%	60,103.13
2009	360,972.46	62.76%	226,546.23
2010	360,177.28	49.25%	177,387.36
2011	852,513.91	61.61%	525,233.81
2012	725,970.30	56.41%	409,519.85
2013	720,378.49	57.47%	414,001.51
2014	410,629.82	57.47%	235,988.98
	<u>3,624,668.79</u>		

Total EPA Indirect Costs

\$2,124,153.22

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Org Code</u>	<u>Payroll Hours</u>	<u>Ind. Rate \$/HR</u>	<u>Indirect Costs</u>
BOWDEN, ROBERT J	1988	04	05F	1.00	64	64.00
		06	05F	2.00	64	128.00
		13	05F	1.00	64	64.00
		19	05F	2.00	64	128.00
				<u>6.00</u>		<u>\$384.00</u>
FARYAN, STEVEN	1988	04	05F	10.00	64	640.00
				<u>10.00</u>		<u>\$640.00</u>
JONES, EVETTE	1988	16	05F	7.00	64	448.00
				<u>7.00</u>		<u>\$448.00</u>
KAMKE, SHERRY	1988	19	05F	21.50	64	1,376.00
				<u>21.50</u>		<u>\$1,376.00</u>
PHELPS, ANN	1988	26	05F	1.00	64	64.00
				<u>1.00</u>		<u>\$64.00</u>
SMITH, LIZEBETH A.	1988	20	05F	2.00	64	128.00
				<u>2.00</u>		<u>\$128.00</u>
THEISEN, KENNETH	1988	04	05F	6.00	64	384.00
		08	05F	26.00	64	1,664.00
		09	05F	31.00	64	1,984.00
		10	05F	24.00	64	1,536.00
		11	05F	27.00	64	1,728.00
		12	05F	18.00	64	1,152.00
		14	05F	17.00	64	1,088.00
		15	05F	21.00	64	1,344.00

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Org Code</u>	<u>Payroll Hours</u>	<u>Ind. Rate \$/HR</u>	<u>Indirect Costs</u>
THEISEN, KENNETH	1988	16	05F	15.00	64	960.00
		17	05F	15.00	64	960.00
		19	05F	30.50	64	1,952.00
		20	05F	2.00	64	128.00
		23	05F	7.00	64	448.00
		24	05F	15.50	64	992.00
		25	05F	14.00	64	896.00
		26	05F	3.00	64	192.00
				272.00		\$17,408.00

Total Fiscal Year 1988:

319.50

\$20,448.00

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Org Code</u>	<u>Payroll Hours</u>	<u>Ind. Rate \$/HR</u>	<u>Indirect Costs</u>
JONES, EVETTE	1989	05	05F	2.00	64	128.00
				2.00		\$128.00
VAN BOSSE, JACQUELINE	1989	06	05F	2.00	64	128.00
		07	05F	2.00	64	128.00
				4.00		\$256.00

Total Fiscal Year 1989:

6.00

\$384.00

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCKINLEY, CHARLES C.	1990	13	64.66	31.03%	20.06
			64.66		\$20.06
MURPHY, ELIZABETH	1990	07	34.54	31.03%	10.72
		08	17.29	31.03%	5.37
		09	8.98	31.03%	2.79
		13	125.64	31.03%	38.99
		17	35.89	31.03%	11.14
			222.34		\$69.01
MYERS-WILKINS, CRYSTA	1990	22	229.25	31.03%	71.14
		23	138.86	31.03%	43.09
			368.11		\$114.23
Total Fiscal Year 1990 Payroll Direct Costs:			655.11		\$203.30

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-01-7351	JV00017	10/25/1989	-39.38	-9.12	31.03%	-15.05
			-39.38	-9.12		\$-15.05
68-01-7460	JV08995	11/17/1989	549.90	31.61	31.03%	180.44
			549.90	31.61		\$180.44

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
7U0024NBLX	1605564	09/13/1990	21.54	0.00	31.03%	6.68
			21.54	0.00		\$6.68
Total Fiscal Year 1990 Other Direct Costs:			532.06	22.49		\$172.07
Total Fiscal Year 1990:			1,209.66			\$375.37

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CHILTON, DONALD E.	1991	21	1,248.24	27.61%	344.64
		22	765.94	27.61%	211.48
			2,014.18		\$556.12
CINTRONSILVA, MARIA	1991	17	109.94	27.61%	30.35
			109.94		\$30.35
FARYAN, MARY KAY	1991	05	152.95	27.61%	42.23
			152.95		\$42.23
GARBER, DEBORAH	1991	13	29.77	27.61%	8.22
			29.77		\$8.22
LONSDORF, KATHRYN A.	1991	23	59.63	27.61%	16.46
		24	216.80	27.61%	59.86
		25	18.97	27.61%	5.24

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE.ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
LONSDORF, KATHRYNA.	1991	26	13.55	27.61%	3.74
			308.95		\$85.30
MAYS, HELEN	1991	07	49.58	27.61%	13.69
		24	61.89	27.61%	17.09
			111.47		\$30.78
MURPHY, ELIZABETH	1991	03	90.43	27.61%	24.97
		04	54.27	27.61%	14.98
		05	102.72	27.61%	28.36
		06	194.10	27.61%	53.59
		07	129.39	27.61%	35.72
		11	482.07	27.61%	133.10
		20	34.43	27.61%	9.51
		21	45.91	27.61%	12.68
		22	22.95	27.61%	6.34
		23	45.91	27.61%	12.68
		24	183.64	27.61%	50.70
		25	22.95	27.61%	6.34
			1,408.77		\$388.97
TAYLOR, DARIUS	1991	06	47.40	27.61%	13.09
			47.40		\$13.09
Total Fiscal Year 1991 Payroll Direct Costs:			4,183.43		\$1,155.06

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CHILTON, DONALD E.	T2860029	07/24/1991	103.50	27.61%	28.58
			103.50		\$28.58
Total Fiscal Year 1991 Travel Direct Costs:			103.50		\$28.58

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W9-0006	JVR9271	01/14/1991	34.08	3.37	27.61%	10.34
			34.08	3.37		\$10.34
Total Fiscal Year 1991 Other Direct Costs:			34.08	3.37		\$10.34
Total Fiscal Year 1991:			4,324.38			\$1,193.98

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ARRAZOLA, IGNACIO	1992	21	6.91	29.75%	2.06
			6.91		\$2.06
COLLETTI, SYLVESTER	1992	13	418.68	29.75%	124.56
			418.68		\$124.56

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
JAMES, ANTHONY	1992	13	845.86	29.75%	251.64
			845.86		\$251.64
JEFFRIES-HARWELL, PATRICIA	1992	09	13.67	29.75%	4.07
		13	27.33	29.75%	8.13
		14	41.00	29.75%	12.20
		15	13.67	29.75%	4.07
		20	54.66	29.75%	16.26
		26	95.65	29.75%	28.46
			245.98		\$73.19
LONSDORF, KATHRYN A.	1992	03	65.04	29.75%	19.35
			65.04		\$19.35
MAYS, HELEN	1992	02	20.62	29.75%	6.13
			20.62		\$6.13
MURPHY, ELIZABETH	1992	03	344.07	29.75%	102.36
		04	435.83	29.75%	129.66
		05	68.81	29.75%	20.47
		11	114.23	29.75%	33.98
		12	57.14	29.75%	17.00
		13	257.07	29.75%	76.48
		14	628.41	29.75%	186.95
		15	171.38	29.75%	50.99
		16	85.67	29.75%	25.49
		18	85.69	29.75%	25.49
		19	399.89	29.75%	118.97
		20	228.52	29.75%	67.98
		21	28.57	29.75%	8.50
		22	342.76	29.75%	101.97

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MURPHY, ELIZABETH	1992	23	457.03	29.75%	135.97
		24	114.25	29.75%	33.99
		25	956.90	29.75%	284.68
		26	542.71	29.75%	161.46
		27	85.69	29.75%	25.49
			5,404.62		\$1,607.88
SYKES, KAREN	1992	09	175.41	29.75%	52.18
		12	150.36	29.75%	44.73
		13	375.89	29.75%	111.83
			701.66		\$208.74
Total Fiscal Year 1992 Payroll Direct Costs:			7,709.37		\$2,293.55

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MURPHY, ELIZABETH	T2868607	06/30/1992	100.85	29.75%	30.00
			100.85		\$30.00
Total Fiscal Year 1992 Travel Direct Costs:			100.85		\$30.00
Total Fiscal Year 1992:			7,810.22		\$2,323.55

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CINTRONSILVA, MARIA	1993	12	31.59	33.32%	10.53

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CINTRONSILVA, MARIA	1993	26	63.18	33.32%	21.05
			94.77		\$31.58
GARBER, DEBORAH	1993	15	16.77	33.32%	5.59
			16.77		\$5.59
HUGHES, MICHAEL T.	1993	17	727.55	33.32%	242.42
			727.55		\$242.42
JEFFRIES-HARWELL, PATRICIA	1993	04	54.66	33.32%	18.21
		05	54.66	33.32%	18.21
		06	41.00	33.32%	13.66
		07	191.29	33.32%	63.74
		09	113.35	33.32%	37.77
		10	56.67	33.32%	18.88
		24	170.00	33.32%	56.64
			681.63		\$227.11
MURPHY, ELIZABETH	1993	01	85.69	33.32%	28.55
		03	117.87	33.32%	39.27
		04	322.82	33.32%	107.56
		05	176.08	33.32%	58.67
		06	117.38	33.32%	39.11
		07	151.39	33.32%	50.44
		08	90.82	33.32%	30.26
		09	157.50	33.32%	52.48
		10	47.25	33.32%	15.74
		12	125.99	33.32%	41.98
		13	314.99	33.32%	104.95
		14	62.99	33.32%	20.99
		15	62.99	33.32%	20.99

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MURPHY, ELIZABETH	1993	16	125.99	33.32%	41.98
		17	94.49	33.32%	31.48
		18	47.25	33.32%	15.74
		19	94.49	33.32%	31.48
		20	31.49	33.32%	10.49
		21	31.50	33.32%	10.50
		22	31.50	33.32%	10.50
		23	315.00	33.32%	104.96
		24	94.49	33.32%	31.48
			2,699.96		\$899.60
TAYLOR, DARIUS	1993	04	51.98	33.32%	17.32
		25	66.73	33.32%	22.23
			118.71		\$39.55
Total Fiscal Year 1993 Payroll Direct Costs:			4,339.39		\$1,445.85
Total Fiscal Year 1993:			4,339.39		\$1,445.85

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
JEFFRIES-HARWELL, PATRICIA	1994	05	28.33	35.87%	10.16
		09	61.40	35.87%	22.02
			89.73		\$32.18
LEVEQUE, LAWRENCE L.	1994	02	21.54	35.87%	7.73
			21.54		\$7.73

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MURPHY, ELIZABETH	1994	05	31.50	35.87%	11.30
			31.50		\$11.30
Total Fiscal Year 1994 Payroll Direct Costs:			142.77		\$51.21

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NOVAK, DAVID	T4101166	02/22/1994	376.27	35.87%	134.96
			376.27		\$134.96
Total Fiscal Year 1994 Travel Direct Costs:			376.27		\$134.96

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W9-0006	C05-69	06/21/1994	10.65	1.32	35.87%	4.29
			10.65	1.32		\$4.29
Total Fiscal Year 1994 Other Direct Costs:			10.65	1.32		\$4.29
Total Fiscal Year 1994:			531.01			\$190.46

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-01-7460	JV6C079	05/03/1996	-110.00	-6.32	32.57%	-37.89
			-110.00	-6.32		\$-37.89

Total Fiscal Year 1996 Other Direct Costs:	-110.00	-6.32	\$-37.89
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Total Fiscal Year 1996:	-116.32	\$-37.89
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BYRD, SHEILA	1997	21	18.87	39.72%	7.50
			18.87		\$7.50

Total Fiscal Year 1997 Payroll Direct Costs:	18.87	\$7.50
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Total Fiscal Year 1997:	18.87	\$7.50
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BYRD, SHEILA	1998	09	9.68	38.85%	3.76
			9.68		\$3.76

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
FREDLE, JOSEPH	1998	FB	451.46	38.85%	175.39
			451.46		\$175.39
Total Fiscal Year 1998 Payroll Direct Costs:			461.14		\$179.15
Total Fiscal Year 1998:			461.14		\$179.15

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W0-1002	JVR3391	07/24/2003	37.75	0.00	55.15%	20.82
			37.75	0.00		\$20.82
Total Fiscal Year 2003 Other Direct Costs:			37.75	0.00		\$20.82
Total Fiscal Year 2003:			37.75			\$20.82

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W0-1002	JVR4499	08/04/2004	11.00	0.00	52.57%	5.78
	JVR3391	08/26/2004	-37.75	0.00	52.57%	-19.85
			-26.75	0.00		\$-14.07
Total Fiscal Year 2004 Other Direct Costs:			-26.75	0.00		\$-14.07
Total Fiscal Year 2004:			-26.75			\$-14.07

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W0-1002	JVR5256	03/03/2005	63.70	0.00	61.71%	39.31
			63.70	0.00		\$39.31
Total Fiscal Year 2005 Other Direct Costs:			63.70	0.00		\$39.31
Total Fiscal Year 2005:			63.70			\$39.31

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
AULTZ, ERICA	2006	19	10.08	56.23%	5.67
		20	172.63	56.23%	97.07
			182.71		\$102.74
RIPLEY, LAURA	2006	15	248.38	56.23%	139.66
		16	44.08	56.23%	24.79
		18	106.75	56.23%	60.03
		20	62.21	56.23%	34.98
		21	15.55	56.23%	8.74
		23	184.23	56.23%	103.59
		24	46.04	56.23%	25.89
		25	217.74	56.23%	122.44
		27	138.66	56.23%	77.97
			1,063.64		\$598.09
THEISEN, KENNETH	2006	24	956.74	56.23%	537.97
		26	213.02	56.23%	119.78

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THEISEN, KENNETH	2006	27	389.99	56.23%	219.29
			1,559.75		\$877.04
Total Fiscal Year 2006 Payroll Direct Costs:			2,806.10		\$1,577.87

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THEISEN, KENNETH	TM0452474	08/31/2006	32.05	56.23%	18.02
			32.05		\$18.02
Total Fiscal Year 2006 Travel Direct Costs:			32.05		\$18.02
Total Fiscal Year 2006:			2,838.15		\$1,595.89

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
AULTZ, ERICA	2007	09	25.80	62.91%	16.23
		10	116.11	62.91%	73.04
		12	6.33	62.91%	3.98
		13	51.22	62.91%	32.22
		14	77.39	62.91%	48.69
		15	103.21	62.91%	64.93
		16	406.34	62.91%	255.63
		17	148.35	62.91%	93.33
		18	77.39	62.91%	48.69
		20	186.44	62.91%	117.29

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
AULTZ, ERICA	2007	22	31.28	62.91%	19.68
			1,229.86		\$773.71
CARASEA, ANGELO	2007	01	95.30	62.91%	59.95
		11	114.51	62.91%	72.04
		14	130.51	62.91%	82.10
		16	65.26	62.91%	41.06
		19	65.44	62.91%	41.17
		20	146.82	62.91%	92.36
		21	48.95	62.91%	30.79
			666.79		\$419.47
HOWARD, LINDA	2007	21	609.65	62.91%	383.53
		22	46.89	62.91%	29.50
		23	281.38	62.91%	177.02
			937.92		\$590.05
JENG, TERRY	2007	10	15.56	62.91%	9.79
		11	30.71	62.91%	19.32
		22	30.94	62.91%	19.46
			77.21		\$48.57
KRUEGER, THOMAS	2007	04	118.23	62.91%	74.38
		15	168.95	62.91%	106.29
			287.18		\$180.67
LINEBAUGH, STEPHANIE	2007	23	58.82	62.91%	37.00

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
LINEBAUGH, STEPHANIE	2007	26	175.41	62.91%	110.35
			234.23		\$147.35
MANKOWSKI, MATTHEW	2007	11	343.46	62.91%	216.07
			343.46		\$216.07
MARKS, THOMAS	2007	18	16.48	62.91%	10.37
			16.48		\$10.37
MYERS, ROBERT	2007	01	65.79	62.91%	41.39
		11	71.00	62.91%	44.67
			136.79		\$86.06
NEPTUNE, JOAN	2007	10	16.88	62.91%	10.62
		11	48.96	62.91%	30.80
			65.84		\$41.42
NORMAN, CARL	2007	05	56.52	62.91%	35.56
			56.52		\$35.56
REBECK, NICHOLAS	2007	11	34.84	62.91%	21.92
			34.84		\$21.92
RIPLEY, LAURA	2007	01	248.84	62.91%	156.55
		03	46.67	62.91%	29.36
		04	77.78	62.91%	48.93
		08	95.17	62.91%	59.87
		09	302.06	62.91%	190.03

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
RIPLEY, LAURA	2007	10	460.34	62.91%	289.60
		11	601.43	62.91%	378.36
		12	270.27	62.91%	170.03
		13	572.32	62.91%	360.05
		14	683.61	62.91%	430.06
		15	1,412.76	62.91%	888.77
		16	2,798.02	62.91%	1,760.23
		17	635.92	62.91%	400.06
		18	709.32	62.91%	446.23
		19	456.35	62.91%	287.09
		20	1,208.24	62.91%	760.10
		21	1,685.18	62.91%	1,060.15
		22	711.70	62.91%	447.73
		23	31.52	62.91%	19.83
		24	238.47	62.91%	150.02
		25	406.03	62.91%	255.43
		26	383.25	62.91%	241.10
			14,035.25		\$8,829.58
THEISEN, KENNETH	2007	01	355.63	62.91%	223.73
		03	363.85	62.91%	228.90
		04	507.24	62.91%	319.10
		05	1,789.60	62.91%	1,125.84
		06	374.74	62.91%	235.75
		09	153.77	62.91%	96.74
		10	379.59	62.91%	238.80
		11	152.49	62.91%	95.93
			4,076.91		\$2,564.79
Total Fiscal Year 2007 Payroll Direct Costs:			22,199.28		\$13,965.59

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THEISEN, KENNETH	TM0483748	12/29/2006	33.65	62.91%	21.17
			33.65		\$21.17
Total Fiscal Year 2007 Travel Direct Costs:			33.65		\$21.17

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-S5-0201	5087-01	02/22/2007	1,287.50	46.38	62.91%	839.14
	5087-02	04/04/2007	4,333.68	156.10	62.91%	2,824.52
	5087-03	06/07/2007	130.84	4.71	62.91%	85.27
			5,752.02	207.19		\$3,748.93
68-W0-3016	70.5173-001	05/10/2007	663.28	245.99	62.91%	572.02
	70.5173-002	06/06/2007	1,661.51	616.20	62.91%	1,432.91
	70.5173-003	07/06/2007	1,555.41	576.85	62.91%	1,341.40
	70.5173-004	08/08/2007	2,335.98	866.34	62.91%	2,014.58
			-2,335.98	-866.34	62.91%	-2,014.58
			2,335.98	866.34	62.91%	2,014.58
	70.5173-005	08/31/2007	1,865.32	691.79	62.91%	1,608.68
			8,081.50	2,997.17		\$6,969.59
EPS50603	3	10/26/2006	3,059.99	883.67	62.91%	2,480.96
	JV7M023	10/31/2006	-3,059.99	-883.67	62.91%	-2,480.96
	3-REISSUE	11/08/2006	3,059.99	883.67	62.91%	2,480.96
	4	11/16/2006	4,447.60	1,284.39	62.91%	3,605.99
	5	12/28/2006	842.46	243.29	62.91%	683.05
			-842.46	-243.29	62.91%	-683.05
			842.46	243.29	62.91%	683.05
	6	01/12/2007	43.70	12.62	62.91%	35.43

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50603	8	03/15/2007	461.79	133.36	62.91%	374.41
			-461.79	-133.36	62.91%	-374.41
			461.79	133.36	62.91%	374.41
	9	04/16/2007	349.56	100.95	62.91%	283.42
			9,205.10	2,658.28		\$7,463.26
EPW05030	6E1396	11/21/2006	1,776.50	2,082.24	62.91%	2,427.53
			1,776.50	2,082.24		\$2,427.53
EPW05032	4008	02/13/2007	1,798.00	2,107.44	62.91%	2,456.91
	4009	02/13/2007	1,605.80	1,882.17	62.91%	2,194.28
	4010	02/14/2007	1,178.00	1,380.74	62.91%	1,609.70
	4016	02/22/2007	496.00	581.36	62.91%	677.77
			5,077.80	5,951.71		\$6,938.66
EPW05052	2	01/04/2007	34.65	0.00	62.91%	21.80
	5	04/04/2007	16.05	0.00	62.91%	10.10
	4	04/19/2007	32.11	0.00	62.91%	20.20
			82.81	0.00		\$52.10
EPW06031	3037.04-11	03/06/2007	2,892.29	2,725.96	62.91%	3,534.44
	3037.04-12	04/03/2007	324.03	305.40	62.91%	395.97
			3,216.32	3,031.36		\$3,930.41
EPW06046	4791.0-005	12/07/2006	102.05	119.61	62.91%	139.45
	4791.0-006	01/04/2007	16.40	19.22	62.91%	22.41
	4791.0-008	03/13/2007	1,022.13	1,198.04	62.91%	1,396.71
	4791.0-009	04/02/2007	15.05	17.64	62.91%	20.57

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06046	11RATE07	04/17/2007	90.78	106.40	62.91%	124.05
			1,246.41	1,460.91		\$1,703.19
Total Fiscal Year 2007 Other Direct Costs:			34,438.46	18,388.86		\$33,233.67
Total Fiscal Year 2007:			75,060.25			\$47,220.43

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
AULTZ, ERICA	2008	19	8.03	61.66%	4.95
			8.03		\$4.95
BARTMAN, FRED	2008	14	345.49	61.66%	213.03
		15	1,865.71	61.66%	1,150.40
		16	1,312.91	61.66%	809.54
		17	207.31	61.66%	127.83
		18	207.32	61.66%	127.83
		19	207.30	61.66%	127.82
		20	2,142.12	61.66%	1,320.83
		21	345.50	61.66%	213.04
		24	483.71	61.66%	298.26
		25	278.32	61.66%	171.61
		26	2,349.42	61.66%	1,448.65
			9,745.11		\$6,008.84
BOENZI, FRANK	2008	17	1,593.21	61.66%	982.37
		19	472.05	61.66%	291.07
		20	413.05	61.66%	254.69
		22	236.03	61.66%	145.54

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BOENZI, FRANK	2008	23	2,655.35	61.66%	1,637.29
		24	177.03	61.66%	109.16
		25	118.20	61.66%	72.88
		26	531.05	61.66%	327.45
			<u>6,195.97</u>		<u>\$3,820.45</u>
CARASEA, ANGELO	2008	03	65.26	61.66%	40.24
			<u>65.26</u>		<u>\$40.24</u>
CO, GRACE	2008	06	260.61	61.66%	160.69
		08	45.01	61.66%	27.75
		09	393.87	61.66%	242.86
		10	22.51	61.66%	13.88
		11	315.08	61.66%	194.28
		15	90.03	61.66%	55.51
		16	90.03	61.66%	55.51
		21	382.59	61.66%	235.90
		22	202.56	61.66%	124.90
		23	45.02	61.66%	27.76
		24	23.13	61.66%	14.26
		26	326.35	61.66%	201.23
			<u>2,196.79</u>		<u>\$1,354.53</u>
DABABNEH, FOUAD	2008	12	27.71	61.66%	17.09
			<u>27.71</u>		<u>\$17.09</u>
DRAUGELIS, ARUNAS	2008	16	847.65	61.66%	522.66
		17	791.14	61.66%	487.82
		18	452.08	61.66%	278.75
		19	678.12	61.66%	418.13
		20	621.60	61.66%	383.28

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DRAUGELIS, ARUNAS	2008	21	904.16	61.66%	557.51
		22	847.65	61.66%	522.66
		23	811.22	61.66%	500.20
		24	508.60	61.66%	313.60
		25	113.02	61.66%	69.69
		26	1,186.70	61.66%	731.72
			<u>7,761.94</u>		<u>\$4,786.02</u>
EVISON, LEAH	2008	02	163.18	61.66%	100.62
		03	133.80	61.66%	82.50
		05	401.40	61.66%	247.50
		06	213.76	61.66%	131.80
		07	267.60	61.66%	165.00
		08	831.48	61.66%	512.69
		09	1,039.34	61.66%	640.86
		10	623.61	61.66%	384.52
		11	866.12	61.66%	534.05
		12	1,073.98	61.66%	662.22
		13	381.10	61.66%	234.99
		14	34.64	61.66%	21.36
			<u>6,030.01</u>		<u>\$3,718.11</u>
HANS, MICHAEL	2008	14	75.43	61.66%	46.51
			<u>75.43</u>		<u>\$46.51</u>
HOWARD, LINDA	2008	03	70.34	61.66%	43.37
		06	140.91	61.66%	86.89
		09	145.80	61.66%	89.90
		11	145.80	61.66%	89.90
		12	97.21	61.66%	59.94
		13	121.51	61.66%	74.92
		22	299.39	61.66%	184.60

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HOWARD, LINDA	2008	27	99.80	61.66%	61.54
			1,120.76		\$691.06
JAFFESS, SHARON	2008	06	32.63	61.66%	20.12
		09	36.28	61.66%	22.37
		10	108.80	61.66%	67.09
		11	54.39	61.66%	33.54
		12	36.28	61.66%	22.37
		13	72.51	61.66%	44.71
			340.89		\$210.20
KRAUSE, PATRICIA	2008	01	98.02	61.66%	60.44
		12	356.61	61.66%	219.89
		13	382.08	61.66%	235.59
		14	254.73	61.66%	157.07
		15	560.40	61.66%	345.54
		19	331.15	61.66%	204.19
		20	611.35	61.66%	376.96
		21	866.07	61.66%	534.02
		22	152.83	61.66%	94.23
		23	76.41	61.66%	47.11
		24	101.87	61.66%	62.81
		25	1,380.16	61.66%	851.01
		26	254.73	61.66%	157.07
		27	203.40	61.66%	125.42
			5,629.81		\$3,471.35
KRUEGER, THOMAS	2008	05	100.80	61.66%	62.15
		11	153.11	61.66%	94.41
		12	65.63	61.66%	40.47
		14	131.25	61.66%	80.93
		15	65.63	61.66%	40.47

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KRUEGER, THOMAS	2008	16	196.86	61.66%	121.38
		21	153.12	61.66%	94.41
		22	65.62	61.66%	40.46
		24	22.01	61.66%	13.57
		26	87.32	61.66%	53.84
		27	41.67	61.66%	25.69
			<u>1,083.02</u>		<u>\$667.78</u>
LINEBAUGH, STEPHANIE	2008	02	58.74	61.66%	36.22
			<u>58.74</u>		<u>\$36.22</u>
MARKS, THOMAS	2008	06	65.78	61.66%	40.56
		08	17.06	61.66%	10.52
		09	68.22	61.66%	42.06
		10	34.11	61.66%	21.03
		11	85.27	61.66%	52.58
		12	187.59	61.66%	115.67
		13	102.31	61.66%	63.08
		16	153.29	61.66%	94.52
		17	34.11	61.66%	21.03
		18	34.12	61.66%	21.04
		19	34.11	61.66%	21.03
		20	17.05	61.66%	10.51
		22	153.30	61.66%	94.52
		23	68.22	61.66%	42.06
		24	139.90	61.66%	86.26
		26	34.98	61.66%	21.57
		27	34.92	61.66%	21.53
			<u>1,264.34</u>		<u>\$779.57</u>
QUADRI, SYED	2008	13	1,564.79	61.66%	964.85
		14	1,408.30	61.66%	868.36

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
QUADRI, SYED	2008	15	2,049.86	61.66%	1,263.94
		16	500.74	61.66%	308.76
		17	719.81	61.66%	443.83
		18	688.50	61.66%	424.53
		19	438.13	61.66%	270.15
		20	116.66	61.66%	71.93
		21	963.99	61.66%	594.40
		22	465.92	61.66%	287.29
		23	417.73	61.66%	257.57
		24	1,478.11	61.66%	911.40
		25	1,553.86	61.66%	958.11
		26	1,831.58	61.66%	1,129.35
		27	128.54	61.66%	79.26
			14,326.52		\$8,833.73
RIPLEY, LAURA	2008	01	302.08	61.66%	186.26
		02	251.26	61.66%	154.93
		03	94.37	61.66%	58.19
		04	63.60	61.66%	39.22
		05	78.60	61.66%	48.46
		09	31.83	61.66%	19.63
		10	31.83	61.66%	19.63
		12	79.56	61.66%	49.06
		13	318.22	61.66%	196.21
		14	143.22	61.66%	88.31
		20	130.64	61.66%	80.55
			1,525.21		\$940.45
RODRIGUEZ, FRANCISCA	2008	11	32.66	61.66%	20.14
		17	32.66	61.66%	20.14
			65.32		\$40.28

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SAMUEL, JANET	2008	10	12.17	61.66%	7.50
			12.17		\$7.50
SCHAFER, GARY	2008	13	112.55	61.66%	69.40
		14	37.53	61.66%	23.14
			150.08		\$92.54
THEISEN, KENNETH	2008	05	150.19	61.66%	92.61
		09	330.95	61.66%	204.06
		13	243.97	61.66%	150.43
		15	1,380.83	61.66%	851.42
		16	163.30	61.66%	100.69
		17	162.73	61.66%	100.34
		21	159.96	61.66%	98.63
			2,591.93		\$1,598.18
VLCEK, LANCE	2008	11	227.58	61.66%	140.33
		15	2,048.19	61.66%	1,262.91
		16	1,137.89	61.66%	701.62
		17	2,275.77	61.66%	1,403.24
		18	1,137.89	61.66%	701.62
		19	455.16	61.66%	280.65
		20	2,275.77	61.66%	1,403.24
		21	682.73	61.66%	420.97
		22	796.53	61.66%	491.14
		23	1,820.61	61.66%	1,122.59
		24	1,024.10	61.66%	631.46
		26	2,275.77	61.66%	1,403.24
		27	113.77	61.66%	70.15
			16,271.76		\$10,033.16

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WALTERS, LAVETTA	2008	02	12.82	61.66%	7.90
			12.82		\$7.90
Total Fiscal Year 2008 Payroll Direct Costs:			76,559.62		\$47,206.66

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BANK ONE	00S567	08/26/2008	332.98	61.66%	205.31
			332.98		\$205.31
BARTMAN, FRED	TM0591142	06/05/2008	331.92	61.66%	204.66
	TM0598133	07/07/2008	378.29	61.66%	233.26
			710.21		\$437.92
BOENZI, FRANK	TM0595636	06/05/2008	456.54	61.66%	281.50
	00SB1E	08/25/2008	512.00	61.66%	315.70
			968.54		\$597.20
KRAUSE, PATRICIA	TM0591433	05/15/2008	3.00	61.66%	1.85
	00UW2S	09/22/2008	160.48	61.66%	98.95
			163.48		\$100.80
QUADRI, SYED	TM0590992	06/30/2008	226.39	61.66%	139.59
	TM0588151	08/21/2008	101.15	61.66%	62.37
			327.54		\$201.96

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THEISEN, KENNETH	TM0591375	05/15/2008	29.25	61.66%	18.04
			29.25		\$18.04
VLCEK, LANCE	TM0591141	05/15/2008	328.42	61.66%	202.50
	TM0593808	06/05/2008	452.31	61.66%	278.89
	TM0597842	07/07/2008	344.54	61.66%	212.44
	00S567	08/26/2008	170.90	61.66%	105.38
			1,296.17		\$799.21
Total Fiscal Year 2008 Travel Direct Costs:			3,828.17		\$2,360.44

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W0-3016	70.5173-006	10/11/2007	1,218.13	451.77	61.66%	1,029.66
			3,087.03	1,144.88	61.66%	2,609.40
	70.5173-007	11/07/2007	7,588.64	2,814.39	61.66%	6,414.51
	70.5173-008	12/04/2007	479.78	173.59	61.66%	402.87
			12,373.58	4,584.63		\$10,456.44
EPW05052	11	10/10/2007	8.01	0.00	61.66%	4.94
	12	11/06/2007	88.42	0.00	61.66%	54.52
	13	12/26/2007	16.22	0.00	61.66%	10.00

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW05052	16	03/13/2008	16.43	0.00	61.66%	10.13
			129.08	0.00		\$79.59

Total Fiscal Year 2008 Other Direct Costs:	12,502.66	4,584.63	\$10,536.03
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Total Fiscal Year 2008:	97,475.08	\$60,103.13
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BARTMAN, FRED	2009	03	2,694.90	62.76%	1,691.32
		06	207.31	62.76%	130.11
		07	276.35	62.76%	173.44
		09	431.68	62.76%	270.92
		10	503.61	62.76%	316.07
		11	1,942.52	62.76%	1,219.13
		12	575.57	62.76%	361.23
		15	2,661.98	62.76%	1,670.66
		16	1,007.25	62.76%	632.15
		17	2,158.37	62.76%	1,354.59
		20	287.78	62.76%	180.61
		21	359.74	62.76%	225.77
		22	431.67	62.76%	270.92
		23	431.68	62.76%	270.92
		24	434.54	62.76%	272.72
		25	215.84	62.76%	135.46
		26	2,230.31	62.76%	1,399.74
			16,851.10		\$10,575.76

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BOENZI, FRANK	2009	15	1,904.05	62.76%	1,194.98
			1,904.05		\$1,194.98
BYVIK, RICHARD	2009	05	1,144.04	62.76%	718.00
		14	250.68	62.76%	157.33
			1,394.72		\$875.33
CO, GRACE	2009	02	22.51	62.76%	14.13
		12	507.67	62.76%	318.61
		15	241.76	62.76%	151.73
			771.94		\$484.47
DABABNEH, FOUAD	2009	08	296.41	62.76%	186.03
		09	474.30	62.76%	297.67
		10	474.30	62.76%	297.67
		11	474.30	62.76%	297.67
		12	533.57	62.76%	334.87
		13	237.14	62.76%	148.83
		15	177.85	62.76%	111.62
			2,667.87		\$1,674.36
DRAUGELIS, ARUNAS	2009	01	452.39	62.76%	283.92
		02	565.10	62.76%	354.66
		03	1,412.76	62.76%	886.65
		04	678.12	62.76%	425.59
		05	791.14	62.76%	496.52
		06	339.06	62.76%	212.79
		07	565.10	62.76%	354.66
		08	471.08	62.76%	295.65
		09	588.84	62.76%	369.56
		10	471.07	62.76%	295.64

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DRAUGELIS, ARUNAS	2009	11	117.76	62.76%	73.91
		14	294.43	62.76%	184.78
		15	529.95	62.76%	332.60
		16	824.38	62.76%	517.38
		17	117.76	62.76%	73.91
		18	647.72	62.76%	406.51
		19	294.43	62.76%	184.78
		20	294.43	62.76%	184.78
		21	529.95	62.76%	332.60
		22	242.01	62.76%	151.89
		23	363.02	62.76%	227.83
		26	242.01	62.76%	151.89
			<u>10,832.51</u>		<u>\$6,798.50</u>
HANS, MICHAEL	2009	04	15.07	62.76%	9.46
			<u>15.07</u>		<u>\$9.46</u>
HOWARD, LINDA	2009	01	249.49	62.76%	156.58
		11	155.82	62.76%	97.79
		17	337.62	62.76%	211.89
			<u>742.93</u>		<u>\$466.26</u>
JONES, TERESA	2009	04	28.02	62.76%	17.59
		12	29.18	62.76%	18.31
		13	14.59	62.76%	9.16
		17	29.18	62.76%	18.31
		24	14.59	62.76%	9.16
		26	14.59	62.76%	9.16
			<u>130.15</u>		<u>\$81.69</u>
KRAUSE, PATRICIA	2009	02	611.35	62.76%	383.68

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KRAUSE, PATRICIA	2009	03	1,528.35	62.76%	959.19
		04	101.88	62.76%	63.94
		12	79.64	62.76%	49.98
		14	79.64	62.76%	49.98
		16	26.55	62.76%	16.66
			<u>2,427.41</u>		<u>\$1,523.43</u>
KRUEGER, THOMAS	2009	04	128.62	62.76%	80.72
		11	46.77	62.76%	29.35
		13	46.77	62.76%	29.35
		14	93.57	62.76%	58.72
		15	93.57	62.76%	58.72
		16	70.17	62.76%	44.04
		18	70.17	62.76%	44.04
		19	46.77	62.76%	29.35
		23	70.17	62.76%	44.04
		24	70.17	62.76%	44.04
			<u>736.75</u>		<u>\$462.37</u>
MARKS, THOMAS	2009	01	35.00	62.76%	21.97
		03	17.48	62.76%	10.97
		04	69.95	62.76%	43.90
		05	52.47	62.76%	32.93
		09	54.64	62.76%	34.29
		10	72.85	62.76%	45.72
		11	36.44	62.76%	22.87
		12	72.86	62.76%	45.73
		13	18.21	62.76%	11.43
		15	54.64	62.76%	34.29
		16	36.43	62.76%	22.86
		17	36.43	62.76%	22.86

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MARKS, THOMAS	2009	26	54.64	62.76%	34.29
			612.04		\$384.11
PETERSON, STEVEN	2009	17	61.73	62.76%	38.74
		18	92.58	62.76%	58.10
		19	30.86	62.76%	19.37
			185.17		\$116.21
PHAM, HOWARD	2009	20	390.12	62.76%	244.84
		21	520.18	62.76%	326.46
			910.30		\$571.30
QUADRI, SYED	2009	01	546.26	62.76%	342.83
		02	771.20	62.76%	484.01
		03	1,494.19	62.76%	937.75
		04	257.07	62.76%	161.34
		05	369.53	62.76%	231.92
		06	128.54	62.76%	80.67
		07	385.60	62.76%	242.00
		08	133.88	62.76%	84.02
		09	234.30	62.76%	147.05
		10	133.88	62.76%	84.02
		11	1,071.12	62.76%	672.23
		12	937.23	62.76%	588.21
		13	1,589.93	62.76%	997.84
		14	870.29	62.76%	546.19
		15	1,573.19	62.76%	987.33
		16	602.49	62.76%	378.12
		17	485.35	62.76%	304.61
		19	384.92	62.76%	241.58
		20	33.46	62.76%	21.00
		21	72.16	62.76%	45.29

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
QUADRI, SYED	2009	22	252.53	62.76%	158.49
		23	108.22	62.76%	67.92
			432.92	62.76%	271.70
		24	342.73	62.76%	215.10
		25	238.56	62.76%	149.72
			146.79	62.76%	92.13
		27	72.33	62.76%	45.39
			13,668.67		\$8,578.46
RIPLEY, LAURA	2009	03	32.67	62.76%	20.50
		05	16.34	62.76%	10.25
			49.01		\$30.75
SAMUEL, JANET	2009	22	430.72	62.76%	270.32
			430.72		\$270.32
TANAKA, JOAN	2009	04	36.27	62.76%	22.76
			36.27		\$22.76
VLCEK, LANCE	2009	01	910.31	62.76%	571.31
		02	1,137.89	62.76%	714.14
		03	2,275.77	62.76%	1,428.27
		04	1,763.71	62.76%	1,106.90
		05	1,365.46	62.76%	856.96
		06	233.44	62.76%	146.51
		07	875.42	62.76%	549.41
		08	851.35	62.76%	534.31
		09	1,945.92	62.76%	1,221.26
		10	1,094.58	62.76%	686.96
		11	2,432.41	62.76%	1,526.58

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
VLCEK, LANCE	2009	12	1,945.92	62.76%	1,221.26
			16,832.18		\$10,563.87
Total Fiscal Year 2009 Payroll Direct Costs:			71,198.86		\$44,684.39

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BANK ONE	0P0QKX	11/19/2008	6.73	62.76%	4.22
	0P07DW	11/19/2008	587.72	62.76%	368.85
	0P6IFS	02/09/2009	185.40	62.76%	116.36
	0P8LH3	03/05/2009	371.80	62.76%	233.34
	0PFDXS	06/02/2009	373.20	62.76%	234.22
			1,524.85		\$956.99
BARTMAN, FRED	0OV1G7	10/14/2008	933.44	62.76%	585.82
	0OY25V	11/21/2008	652.22	62.76%	409.33
	0P6M48	02/06/2009	440.70	62.76%	276.58
	0P8LJK	03/11/2009	454.70	62.76%	285.37
	0PF49W	05/26/2009	605.20	62.76%	379.82
	0PHIIX	05/26/2009	395.64	62.76%	248.30
	0PVTMC	09/30/2009	369.76	62.76%	232.06
			3,851.66		\$2,417.28
DRAUGELIS, ARUNAS	0P0ZRH	02/13/2009	42.75	62.76%	26.83
			42.75		\$26.83

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KRAUSE, PATRICIA	0P0QKX	11/19/2008	117.00	62.76%	73.43
			117.00		\$73.43
QUADRI, SYED	0OVFH0	01/02/2009	98.97	62.76%	62.11
	0P0MYF	01/28/2009	230.92	62.76%	144.93
	0PFEBU	08/04/2009	101.34	62.76%	63.60
			431.23		\$270.64
TRAVEL CORRECTION	0OUZAQ	03/16/2009	530.56	62.76%	332.97
			530.56		\$332.97
Total Fiscal Year 2009 Travel Direct Costs:			6,498.05		\$4,078.14

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DW14948147	2714 1	04/22/2009	3,080.30	0.00	62.76%	1,933.20
			3,080.30	0.00		\$1,933.20
EPS50602	A025	10/10/2008	3,655.58	0.00	62.76%	2,294.24
	A026R	11/20/2008	5,783.09	0.00	62.76%	3,629.47
	A027	12/10/2008	360.12	0.00	62.76%	226.01
	A028	01/09/2009	242.86	0.00	62.76%	152.42
	A029	02/20/2009	701.82	0.00	62.76%	440.46
	A030	03/12/2009	952.44	0.00	62.76%	597.75
	A031	04/08/2009	76.94	0.00	62.76%	48.29
	A033	06/11/2009	1,787.76	0.00	62.76%	1,122.00

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50602	A034	07/08/2009	99.40	0.00	62.76%	62.38
			13,660.01	0.00		\$8,573.02
EPS50603	33	04/16/2009	43.78	12.64	62.76%	35.41
			43.78	12.64		\$35.41
EPS50604	8-A23	10/20/2008	210.99	42.30	62.76%	158.96
			-210.99	-42.30	62.76%	-158.96
			210.99	42.30	62.76%	158.96
	8-A24	11/25/2008	5,145.08	1,031.55	62.76%	3,876.45
			-5,145.08	-1,031.55	62.76%	-3,876.45
			5,145.08	1,031.55	62.76%	3,876.45
	8-A25	12/23/2008	-4,848.06	-1,144.41	62.76%	-3,760.87
			4,848.06	1,144.41	62.76%	3,760.87
			4,848.06	1,144.41	62.76%	3,760.87
	8-A26	01/26/2009	2,696.40	636.50	62.76%	2,091.73
			-2,696.40	-636.50	62.76%	-2,091.73
			2,696.40	636.50	62.76%	2,091.73
	8-A27	02/24/2009	-1,133.39	-267.54	62.76%	-879.22
			1,133.39	267.54	62.76%	879.22
			1,133.39	267.54	62.76%	879.22
	8-A28	03/23/2009	-6,146.36	-1,450.88	62.76%	-4,768.03
			6,146.36	1,450.88	62.76%	4,768.03
			6,146.36	1,450.88	62.76%	4,768.03
	8-A29	04/17/2009	425.19	100.37	62.76%	329.84
			-425.19	-100.37	62.76%	-329.84
			425.19	100.37	62.76%	329.84
	8-A30	05/21/2009	269.45	63.61	62.76%	209.03
			-269.45	-63.61	62.76%	-209.03
			269.45	63.61	62.76%	209.03
	8-A31	06/23/2009	6,119.93	1,444.64	62.76%	4,747.52
			-6,119.93	-1,444.64	62.76%	-4,747.52
			6,119.93	1,444.64	62.76%	4,747.52

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50604	8-A32	07/16/2009	30,313.42	7,155.63	62.76%	23,515.58
			-30,313.42	-7,155.63	62.76%	-23,515.58
			30,313.42	7,155.63	62.76%	23,515.58
	8-A33	08/20/2009	-7,395.59	-1,745.77	62.76%	-5,737.12
			7,395.59	1,745.77	62.76%	5,737.12
			7,395.59	1,745.77	62.76%	5,737.12
			2,626.74	620.06	62.76%	2,037.69
	8-A34	09/18/2009	24,977.02	5,895.95	62.76%	19,375.88
			11,040.09	2,606.07	62.76%	8,564.33
			2,626.74	620.06	62.76%	2,037.69
			11,040.09	2,606.07	62.76%	8,564.33
			-11,040.09	-2,606.07	62.76%	-8,564.33
			-27,603.76	-6,516.01	62.76%	-21,413.57
			-2,626.74	-620.06	62.76%	-2,037.69
			2,626.74	620.06	62.76%	2,037.69
			27,603.76	6,516.01	62.76%	21,413.57
			105,974.45	24,825.34		\$82,089.94
EPW05013	58-03	03/18/2009	2,995.50	818.30	62.76%	2,393.54
	59-03	04/14/2009	4,206.44	1,149.11	62.76%	3,361.14
	60-03	05/13/2009	7,378.64	2,015.68	62.76%	5,895.88
	61-03	06/17/2009	3,983.05	1,088.08	62.76%	3,182.64
	62-03	07/14/2009	3,494.22	954.54	62.76%	2,792.04
			22,057.85	6,025.71		\$17,625.24
EPW05032	2508	07/08/2009	1,502.16	1,379.44	62.76%	1,808.49
	2510	07/08/2009	1,388.86	1,275.39	62.76%	1,672.08
	2507	07/08/2009	1,388.86	1,275.39	62.76%	1,672.08
	2512	07/08/2009	795.48	730.49	62.76%	957.70
	E00J4	07/08/2009	1,250.04	1,147.91	62.76%	1,504.95
	E0098	07/08/2009	1,534.14	1,408.80	62.76%	1,846.99
	2511	07/08/2009	1,439.57	1,321.96	62.76%	1,733.14
	2532	07/20/2009	1,250.04	1,147.91	62.76%	1,504.95

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW05032	2534	07/20/2009	795.48	730.49	62.76%	957.70
	2531	07/20/2009	1,627.34	1,494.39	62.76%	1,959.20
	2533	07/20/2009	695.50	638.68	62.76%	837.33
			13,667.47	12,550.85		\$16,454.61
EPW05052	24	11/14/2008	73.58	0.00	62.76%	46.18
			73.58	0.00		\$46.18
EPW06031	3037.16-39	07/06/2009	242.10	228.18	62.76%	295.15
	3037.16-40	08/05/2009	5,097.16	4,804.04	62.76%	6,213.99
	3037.16-41	09/08/2009	3,711.51	3,498.07	62.76%	4,524.73
			9,050.77	8,530.29		\$11,033.87
EPW06046	4791.1-0012	07/07/2009	3,308.65	3,038.34	62.76%	3,983.37
	4791.1-0013	08/05/2009	372.50	342.07	62.76%	448.46
			3,681.15	3,380.41		\$4,431.83
EPW07057	20098521	07/16/2009	7,260.00	6,666.87	62.76%	8,740.50
	20098523	07/16/2009	8,316.00	7,636.60	62.76%	10,011.85
	20098524	07/16/2009	5,670.00	5,206.77	62.76%	6,826.26
	20098522	07/16/2009	2,194.50	2,015.21	62.76%	2,642.01
			23,440.50	21,525.45		\$28,220.62
V96500302	356000158BV	12/24/2008	268.00	0.00	62.76%	168.20
		05/15/2009	6,366.00	0.00	62.76%	3,995.30

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96500302	356000158BV	08/27/2009	5,061.00	0.00	62.76%	3,176.28
			11,695.00	0.00		\$7,339.78

Total Fiscal Year 2009 Other Direct Costs:	206,424.86	76,850.69	\$177,783.70
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Total Fiscal Year 2009:	360,972.46	\$226,546.23
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BARTMAN, FRED	2010	02	143.88	49.25%	70.86
		03	143.89	49.25%	70.87
		05	287.79	49.25%	141.74
		08	73.57	49.25%	36.23
		09	514.96	49.25%	253.62
		10	514.96	49.25%	253.62
		12	367.83	49.25%	181.16
		14	2,721.93	49.25%	1,340.55
		15	147.13	49.25%	72.46
		19	2,942.63	49.25%	1,449.25
		21	367.83	49.25%	181.16
		22	372.61	49.25%	183.51
		23	2,574.80	49.25%	1,268.09
		24	882.79	49.25%	434.77
		25	2,942.63	49.25%	1,449.25
		26	2,516.17	49.25%	1,239.21
		27	286.77	49.25%	141.23
			17,802.17		\$8,767.58
BOENZI, FRANK	2010	19	2,761.54	49.25%	1,360.06
		20	2,510.50	49.25%	1,236.42

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BOENZI, FRANK	2010	21	564.86	49.25%	278.19
		22	251.78	49.25%	124.00
		23	2,636.02	49.25%	1,298.24
		24	1,255.24	49.25%	618.21
		25	2,887.06	49.25%	1,421.88
		26	564.86	49.25%	278.19
			<u>13,431.86</u>		<u>\$6,615.19</u>
BYVIK, RICHARD	2010	17	704.04	49.25%	346.74
		18	785.33	49.25%	386.78
		24	394.74	49.25%	194.41
			<u>1,884.11</u>		<u>\$927.93</u>
CO, GRACE	2010	27	50.19	49.25%	24.72
			<u>50.19</u>		<u>\$24.72</u>
DABABNEH, FOUAD	2010	12	121.46	49.25%	59.82
			<u>121.46</u>		<u>\$59.82</u>
DRAUGELIS, ARUNAS	2010	01	605.74	49.25%	298.33
		02	302.52	49.25%	148.99
		03	423.53	49.25%	208.59
		04	786.54	49.25%	387.37
		05	544.54	49.25%	268.19
		06	302.52	49.25%	148.99
		07	242.31	49.25%	119.34
		08	1,425.45	49.25%	702.03
		09	805.69	49.25%	396.80
		10	743.71	49.25%	366.28
		11	557.79	49.25%	274.71
		12	247.90	49.25%	122.09

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DRAUGELIS, ARUNAS	2010	13	247.90	49.25%	122.09
		15	371.85	49.25%	183.14
		16	123.94	49.25%	61.04
		17	1,487.43	49.25%	732.56
		18	743.71	49.25%	366.28
		19	681.74	49.25%	335.76
		20	433.83	49.25%	213.66
		21	371.85	49.25%	183.14
		22	185.93	49.25%	91.57
		23	309.87	49.25%	152.61
		24	371.85	49.25%	183.14
		25	371.85	49.25%	183.14
		26	123.95	49.25%	61.05
			12,813.94		\$6,310.89
JONES, TERESA	2010	14	14.94	49.25%	7.36
			14.94		\$7.36
KRAUSE, PATRICIA	2010	08	102.86	49.25%	50.66
		12	154.29	49.25%	75.99
		18	896.65	49.25%	441.60
		19	79.11	49.25%	38.96
		20	52.74	49.25%	25.97
		26	1,002.13	49.25%	493.55
		27	53.37	49.25%	26.28
			2,341.15		\$1,153.01
KRUEGER, THOMAS	2010	06	156.26	49.25%	76.96
		07	163.81	49.25%	80.68

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KRUEGER, THOMAS	2010	18	23.92	49.25%	11.78
			343.99		\$169.42
MARKS, THOMAS	2010	02	18.21	49.25%	8.97
		03	18.21	49.25%	8.97
		10	18.63	49.25%	9.18
		14	18.64	49.25%	9.18
		15	18.64	49.25%	9.18
			92.33		\$45.48
PETERSON, STEVEN	2010	04	31.73	49.25%	15.63
		05	31.73	49.25%	15.63
		18	64.94	49.25%	31.98
			128.40		\$63.24
PHAM, HOWARD	2010	06	325.11	49.25%	160.12
		07	260.16	49.25%	128.13
			585.27		\$288.25
QUADRI, SYED	2010	01	702.76	49.25%	346.11
		02	793.71	49.25%	390.90
		03	1,247.93	49.25%	614.61
		04	1,054.38	49.25%	519.28
		05	870.29	49.25%	428.62
		06	1,020.90	49.25%	502.79
		08	2,362.70	49.25%	1,163.63
		09	684.84	49.25%	337.28
		11	1,403.91	49.25%	691.43
		13	958.78	49.25%	472.20
		14	1,181.34	49.25%	581.81
		15	719.07	49.25%	354.14

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
QUADRI, SYED	2010	16	1,284.07	49.25%	632.40
		17	907.42	49.25%	446.90
		18	770.44	49.25%	379.44
		19	924.53	49.25%	455.33
		20	650.59	49.25%	320.42
		23	342.42	49.25%	168.64
		24	1,198.46	49.25%	590.24
		25	650.59	49.25%	320.42
		26	2,123.00	49.25%	1,045.58
			21,852.13		\$10,762.17
ROTH, CHARLES	2010	08	1,812.01	49.25%	892.41
		09	30.20	49.25%	14.87
			1,842.21		\$907.28
VLCEK, LANCE	2010	18	268.73	49.25%	132.35
		19	335.92	49.25%	165.44
		20	335.92	49.25%	165.44
		21	201.55	49.25%	99.26
		22	134.37	49.25%	66.18
		23	201.55	49.25%	99.26
		24	134.37	49.25%	66.18
		25	201.55	49.25%	99.26
		26	268.08	49.25%	132.03
			2,082.04		\$1,025.40
Total Fiscal Year 2010 Payroll Direct Costs:			75,386.19		\$37,127.74

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BANK ONE	0QNSXR	07/06/2010	552.55	49.25%	272.13
			552.55		\$272.13
BARTMAN, FRED	0PWJY2	10/19/2009	368.64	49.25%	181.55
	0QE8WN	04/16/2010	565.21	49.25%	278.37
	0QM5Y5	07/01/2010	657.55	49.25%	323.85
	0QNQ2H	07/19/2010	659.55	49.25%	324.83
	0QUL8U	09/03/2010	562.55	49.25%	277.05
	0QWOLQ	09/30/2010	568.55	49.25%	280.01
			3,382.05		\$1,665.66
BOENZI, FRANK	0QWU87	09/30/2010	579.55	49.25%	285.43
			579.55		\$285.43
QUADRI, SYED	0Q5XAL	04/22/2010	95.28	49.25%	46.93
			95.28		\$46.93
ROTH, CHARLES	0Q5MH5	02/25/2010	204.07	49.25%	100.50
			204.07		\$100.50
TRAVEL CORRECTION	0QNQ2H	09/21/2010	0.00	49.25%	0.00
			0.00		\$0.00
Total Fiscal Year 2010 Travel Direct Costs:			4,813.50		\$2,370.65

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
DW14948147	2714 1	11/03/2009	4,518.42	0.00	49.25%	2,225.32
		06/23/2010	444.47	0.00	49.25%	218.90
			4,962.89	0.00		\$2,444.22
EPS50602	A044	05/04/2010	15,575.60	0.00	49.25%	7,670.98
	A045	06/04/2010	10,768.47	0.00	49.25%	5,303.47
	A046	06/30/2010	13,258.76	0.00	49.25%	6,529.94
	A047	08/04/2010	184.18	0.00	49.25%	90.71
			8,007.52	0.00	49.25%	3,943.70
	A048	09/03/2010	12,053.12	0.00	49.25%	5,936.16
			59,847.65	0.00		\$29,474.96
EPS50604	8-A35	10/22/2009	2,398.23	566.11	49.25%	1,459.94
			2,398.23	566.11	49.25%	1,459.94
			-2,398.23	-566.11	49.25%	-1,459.94
	8-A36	11/19/2009	2,607.39	615.49	49.25%	1,587.27
			2,607.39	615.49	49.25%	1,587.27
			-2,607.39	-615.49	49.25%	-1,587.27
	8-A37	12/18/2009	20,339.88	2,444.51	49.25%	11,221.31
			-20,339.88	-2,444.51	49.25%	-11,221.31
			20,339.88	2,444.51	49.25%	11,221.31
	8-A38	01/27/2010	6,324.25	760.07	49.25%	3,489.03
			-6,324.25	-760.07	49.25%	-3,489.03
			6,324.25	760.07	49.25%	3,489.03
	8-A39	02/23/2010	-2,843.93	-341.79	49.25%	-1,568.97
			2,843.93	341.79	49.25%	1,568.97
			2,843.93	341.79	49.25%	1,568.97
	8-A40	03/30/2010	-33,216.42	-3,992.05	49.25%	-18,325.17
			33,216.42	3,992.05	49.25%	18,325.17
			33,216.42	3,992.05	49.25%	18,325.17
	8-A41	04/22/2010	2,802.15	336.77	49.25%	1,545.92
			-2,802.15	-336.77	49.25%	-1,545.92
			2,802.15	336.77	49.25%	1,545.92

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50604	8-A42	05/20/2010	7,223.52	868.14	49.25%	3,985.14
			7,223.52	868.14	49.25%	3,985.14
			-7,223.52	-868.14	49.25%	-3,985.14
	8-A43	06/17/2010	-276.61	-33.24	49.25%	-152.60
			276.61	33.24	49.25%	152.60
			276.61	33.24	49.25%	152.60
			78,032.38	9,958.17		\$43,335.35
EPW05013	72-03	05/12/2010	9,190.09	2,008.42	49.25%	5,515.27
	73-03	06/03/2010	506.53	110.70	49.25%	303.99
			9,696.62	2,119.12		\$5,819.26
EPW06031	3037.16-45	01/06/2010	221.29	208.56	49.25%	211.70
	3037.16-46	02/01/2010	3,791.73	3,573.68	49.25%	3,627.46
	3037.16-47	03/04/2010	407.02	383.61	49.25%	389.39
	3037.214-51	07/07/2010	902.69	850.78	49.25%	863.58
	3037.214-53	08/31/2010	6,852.23	6,458.18	49.25%	6,555.38
	3037.214-52	09/03/2010	8,436.42	7,951.27	49.25%	8,070.94
			20,611.38	19,426.08		\$19,718.45
EPW06046	4791.1-0017	12/02/2009	9.51	7.55	49.25%	8.40
	4791.1-0018	12/31/2009	1,420.91	1,127.95	49.25%	1,255.31
	4791.1-0019	02/05/2010	73.17	58.08	49.25%	64.64
	91.1-RAFY10	08/24/2010	224.89	178.52	49.25%	198.68
			1,728.48	1,372.10		\$1,527.03
EPW07057	20100909	12/22/2009	4,812.00	3,819.87	49.25%	4,251.20
	20100911	12/22/2009	5,070.00	4,024.68	49.25%	4,479.13
	20100908	12/24/2009	4,860.00	3,857.97	49.25%	4,293.60
	20100899	12/30/2009	3,972.00	3,153.06	49.25%	3,509.09
	20101011	12/30/2009	4,860.00	3,857.97	49.25%	4,293.60

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW07057	20100896	01/05/2010	2,940.00	2,333.84	49.25%	2,597.37
	20100895	01/05/2010	2,860.00	2,270.33	49.25%	2,526.69
			29,374.00	23,317.72		\$25,950.68
V96500302	356000158BV	12/17/2009	8,680.00	0.00	49.25%	4,274.90
		02/26/2010	2,438.00	0.00	49.25%	1,200.72
		06/25/2010	4,065.00	0.00	49.25%	2,002.01
		09/21/2010	4,348.00	0.00	49.25%	2,141.39
			19,531.00	0.00		\$9,619.02
Total Fiscal Year 2010 Other Direct Costs:			223,784.40	56,193.19		\$137,888.97
Total Fiscal Year 2010:			360,177.28			\$177,387.36

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BARTMAN, FRED	2011	01	432.31	61.61%	266.35
		02	2,453.77	61.61%	1,511.77
		03	288.67	61.61%	177.85
		04	360.28	61.61%	221.97
		05	2,233.79	61.61%	1,376.24
		06	2,377.90	61.61%	1,465.02
		10	651.53	61.61%	401.41
		12	434.35	61.61%	267.60
		13	217.18	61.61%	133.80
		14	2,533.71	61.61%	1,561.02
		15	434.35	61.61%	267.60
		16	289.56	61.61%	178.40
		18	144.79	61.61%	89.21
		20	434.35	61.61%	267.60

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BARTMAN, FRED	2011	23	582.97	61.61%	359.17
		24	434.35	61.61%	267.60
		26	289.56	61.61%	178.40
			<u>14,593.42</u>		<u>\$8,991.01</u>
BOENZI, FRANK	2011	04	251.05	61.61%	154.67
		15	692.13	61.61%	426.42
		16	377.53	61.61%	232.60
			<u>1,320.71</u>		<u>\$813.69</u>
CO, GRACE	2011	03	51.11	61.61%	31.49
		13	269.48	61.61%	166.03
		14	76.99	61.61%	47.43
		15	564.62	61.61%	347.86
		16	513.30	61.61%	316.24
		19	153.99	61.61%	94.87
		20	205.32	61.61%	126.50
		26	128.33	61.61%	79.06
		27	102.09	61.61%	62.90
			<u>2,065.23</u>		<u>\$1,272.38</u>
DABABNEH, FOUAD	2011	18	62.78	61.61%	38.68
		25	62.78	61.61%	38.68
		26	251.12	61.61%	154.72
		27	188.34	61.61%	116.04
			<u>565.02</u>		<u>\$348.12</u>
DRAUGELIS, ARUNAS	2011	04	185.93	61.61%	114.55
		05	309.87	61.61%	190.91
		06	247.90	61.61%	152.73

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DRAUGELIS, ARUNAS	2011	07	248.34	61.61%	153.00
			992.04		\$611.19
FUSINSKI, KEITH	2011	19	103.31	61.61%	63.65
			103.31		\$63.65
JONES, TERESA	2011	02	15.35	61.61%	9.46
		07	15.36	61.61%	9.46
		20	15.44	61.61%	9.51
		25	30.89	61.61%	19.03
			77.04		\$47.46
KRAUSE, PATRICIA	2011	01	26.15	61.61%	16.11
		08	52.96	61.61%	32.63
		16	344.30	61.61%	212.12
			423.41		\$260.86
KRUEGER, THOMAS	2011	06	111.34	61.61%	68.60
		07	192.07	61.61%	118.33
		11	48.17	61.61%	29.68
		12	72.25	61.61%	44.51
		13	120.41	61.61%	74.18
		14	505.75	61.61%	311.59
		15	72.25	61.61%	44.51
		16	72.27	61.61%	44.53
		18	96.35	61.61%	59.36
		19	96.35	61.61%	59.36
		20	48.16	61.61%	29.67
		21	48.16	61.61%	29.67
		23	73.18	61.61%	45.09

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KRUEGER, THOMAS	2011	24	48.16	61.61%	29.67
			1,604.87		\$988.75
MARKS, THOMAS	2011	11	20.17	61.61%	12.43
		14	262.09	61.61%	161.47
		15	74.89	61.61%	46.14
		16	56.18	61.61%	34.61
		18	37.43	61.61%	23.06
		20	18.72	61.61%	11.53
		22	18.72	61.61%	11.53
		23	18.72	61.61%	11.53
		25	19.18	61.61%	11.82
			526.10		\$324.12
PETERSON, STEVEN	2011	01	64.94	61.61%	40.01
		03	32.58	61.61%	20.07
		04	65.19	61.61%	40.16
		05	32.58	61.61%	20.07
		10	65.52	61.61%	40.37
		11	65.51	61.61%	40.36
		12	32.75	61.61%	20.18
		17	98.26	61.61%	60.54
		20	32.75	61.61%	20.18
			490.08		\$301.94
PHAM, HOWARD	2011	04	411.33	61.61%	253.42
		05	411.33	61.61%	253.42
		06	68.55	61.61%	42.23
		07	342.72	61.61%	211.15

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PHAM, HOWARD	2011	11	206.53	61.61%	127.24
			1,440.46		\$887.46
QUADRI, SYED	2011	02	687.43	61.61%	423.53
		03	1,306.10	61.61%	804.69
		04	549.94	61.61%	338.82
		05	2,199.74	61.61%	1,355.26
		06	2,027.87	61.61%	1,249.37
		08	2,356.03	61.61%	1,451.55
		09	1,523.45	61.61%	938.60
		10	1,877.77	61.61%	1,156.89
		11	1,346.30	61.61%	829.46
		12	1,629.74	61.61%	1,004.08
		13	1,293.16	61.61%	796.72
		14	992.03	61.61%	611.19
		16	1,612.03	61.61%	993.17
		17	612.20	61.61%	377.18
		18	459.15	61.61%	282.88
		19	669.61	61.61%	412.55
		20	736.48	61.61%	453.75
		21	765.25	61.61%	471.47
		23	694.69	61.61%	428.00
		24	1,234.87	61.61%	760.80
		25	1,016.94	61.61%	626.54
		26	1,325.67	61.61%	816.75
		27	810.97	61.61%	499.64
			27,727.42		\$17,082.89
TANAKA, JOAN	2011	02	20.09	61.61%	12.38
		03	19.58	61.61%	12.06
			39.67		\$24.44

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
TANG, CHI	2011	17	74.04	61.61%	45.62
		19	518.28	61.61%	319.31
		20	186.67	61.61%	115.01
			778.99		\$479.94
URSIC, JAMES	2011	10	668.66	61.61%	411.96
		11	2,005.98	61.61%	1,235.88
			2,674.64		\$1,647.84
VIJ, PARVEEN	2011	24	322.00	61.61%	198.38
			322.00		\$198.38
VLCEK, LANCE	2011	01	124.89	61.61%	76.94
		05	2,284.27	61.61%	1,407.34
		06	1,074.95	61.61%	662.28
		09	2,148.39	61.61%	1,323.62
		10	472.72	61.61%	291.24
		11	135.07	61.61%	83.22
		12	2,226.38	61.61%	1,371.67
		14	2,002.79	61.61%	1,233.92
		15	1,502.08	61.61%	925.43
		16	688.46	61.61%	424.16
		17	2,002.79	61.61%	1,233.92
		18	2,065.38	61.61%	1,272.48
		19	1,251.76	61.61%	771.21
		20	500.70	61.61%	308.48
		21	125.17	61.61%	77.12
		22	500.70	61.61%	308.48
		25	751.05	61.61%	462.72

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
VLCEK, LANCE	2011	26	125.17	61.61%	77.12
			19,982.72		\$12,311.35
Total Fiscal Year 2011 Payroll Direct Costs:			75,727.13		\$46,655.47

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BANK ONE	0QZYFF	10/04/2010	196.65	61.61%	121.16
	0R6MHI	12/14/2010	16.00	61.61%	9.86
	0RE354	03/15/2011	542.63	61.61%	334.32
	0RHVH1	04/19/2011	538.43	61.61%	331.73
	0RJ55Z	05/02/2011	545.53	61.61%	336.10
	0RQAKA	07/22/2011	539.53	61.61%	332.41
			2,378.77		\$1,465.58
BARTMAN, FRED	0QZQCC	10/06/2010	421.20	61.61%	259.50
	0R1RZJ	11/04/2010	807.16	61.61%	497.30
	0R6LMO	12/17/2010	598.93	61.61%	369.00
	0R8905	01/03/2011	702.10	61.61%	432.57
	0RB247	02/09/2011	646.46	61.61%	398.28
	0RI0T3	04/20/2011	569.93	61.61%	351.13
	0RQ9QM	07/25/2011	780.40	61.61%	480.81
	0RTA3A	08/05/2011	647.13	61.61%	398.70
	0RXXX1	09/27/2011	561.93	61.61%	346.21
			5,735.24		\$3,533.50

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
QUADRI, SYED	0QZZF8	02/08/2011	249.69	61.61%	153.83
			249.69		\$153.83
URSIC, JAMES	ORDIEQ	03/08/2011	302.48	61.61%	186.36
			302.48		\$186.36
VLCEK, LANCE	OR6MHI	12/14/2010	519.28	61.61%	319.93
			519.28		\$319.93
Total Fiscal Year 2011 Travel Direct Costs:			9,185.46		\$5,659.20

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPS50602	A049	10/07/2010	10,286.49	0.00	61.61%	6,337.51
			-20.00	0.00	61.61%	-12.32
	A050	11/16/2010	20,456.18	0.00	61.61%	12,603.05
	A051	12/13/2010	16,231.21	0.00	61.61%	10,000.05
	A052	01/06/2011	13,530.17	0.00	61.61%	8,335.94
	A053	02/11/2011	18,680.52	0.00	61.61%	11,509.07
	A054	03/10/2011	340,031.55	0.00	61.61%	209,493.44
			15,455.42	0.00	61.61%	9,522.08
	A055	04/05/2011	31,904.47	0.00	61.61%	19,656.34
	A056	05/11/2011	1,238.39	0.00	61.61%	762.97
			11,297.37	0.00	61.61%	6,960.31
	A057	06/07/2011	26,265.04	0.00	61.61%	16,181.89
	A058	07/06/2011	66,506.33	0.00	61.61%	40,974.55
	B060	09/15/2011	2,047.17	0.00	61.61%	1,261.26

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50602	B061	09/28/2011	2,008.51	0.00	61.61%	1,237.44
			575,918.82	0.00		\$354,823.58
EPS50604	8-A53	04/14/2011	297.01	22.78	61.61%	197.02
	8-A54	05/18/2011	148.76	11.41	61.61%	98.68
			445.77	34.19		\$295.70
EPW05026	49694	04/19/2011	570.00	537.60	61.61%	682.39
	49696	04/19/2011	665.00	627.20	61.61%	796.12
	49695	04/19/2011	665.00	627.20	61.61%	796.12
			1,900.00	1,792.00		\$2,274.63
EPW05028	I29005	11/24/2010	1,747.05	1,647.76	61.61%	2,091.54
	I29004	11/24/2010	4,678.85	4,412.93	61.61%	5,601.45
			6,425.90	6,060.69		\$7,692.99
EPW05032	5324	01/13/2011	2,234.65	2,107.64	61.61%	2,675.28
	5323	01/13/2011	3,101.20	2,924.94	61.61%	3,712.70
			5,335.85	5,032.58		\$6,387.98
EPW05052	50	10/07/2010	7.56	0.00	61.61%	4.66
	62	07/07/2011	15.33	0.00	61.61%	9.44
	64	09/12/2011	34.23	0.00	61.61%	21.09
			57.12	0.00		\$35.19
EPW06031	3037.214-54	10/01/2010	1,083.11	1,020.82	61.61%	1,296.23
	3037.215-56	12/03/2010	597.06	562.72	61.61%	714.54
	3037.216-56	12/03/2010	2,030.31	1,913.55	61.61%	2,429.81
	3037.216-57	01/04/2011	1,211.78	1,142.09	61.61%	1,450.22

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06031	3037.214-57	01/04/2011	1,734.04	1,634.32	61.61%	2,075.25
	3037.215-58	02/02/2011	886.17	835.21	61.61%	1,060.54
	3037.216-58	02/02/2011	1,163.00	1,096.12	61.61%	1,391.84
	3037.214-58	02/02/2011	1,009.97	951.89	61.61%	1,208.70
	3037.214-59	03/03/2011	26,482.32	24,959.40	61.61%	31,693.24
	3037.216-60	03/30/2011	621.36	585.63	61.61%	743.63
	3037.214-60	03/30/2011	10,353.54	9,758.14	61.61%	12,390.81
	3037.214-61	05/02/2011	5,896.91	5,557.80	61.61%	7,057.25
	3037.214-62	06/01/2011	2,801.83	2,640.71	61.61%	3,353.15
	3037.319-63	06/30/2011	3,086.89	2,909.37	61.61%	3,694.30
	3037.319-64	08/01/2011	8,891.29	8,379.98	61.61%	10,640.83
	3037.314-64	08/01/2011	423.06	398.73	61.61%	506.30
	3037.319-65	09/06/2011	8,668.32	8,169.83	61.61%	10,373.98
	3037.319-66	09/27/2011	546.11	514.70	61.61%	653.57
			<u>77,487.07</u>	<u>73,031.01</u>		<u>\$92,734.19</u>
EPW06046	4791.1-0029	12/03/2010	545.81	514.79	61.61%	653.44
	4791.1-0030	12/30/2010	80.46	75.89	61.61%	96.33
	4791.1-0031	02/07/2011	48.24	45.50	61.61%	57.75
	4791.1-0032	03/03/2011	144.41	136.20	61.61%	172.88
	4791.1-0033	04/05/2011	463.91	437.54	61.61%	555.38
	4791.1-0034	05/06/2011	39.17	36.94	61.61%	46.89
	911RAFY1136	06/21/2011	55.28	52.14	61.61%	66.18
	JVL3892	08/26/2011	-0.60	-0.63	61.61%	-0.76
			<u>1,376.68</u>	<u>1,298.37</u>		<u>\$1,648.09</u>
EPW09037	45142	12/28/2010	1,633.43	1,540.59	61.61%	1,955.51
			438.57	413.64	61.61%	525.05
			<u>2,072.00</u>	<u>1,954.23</u>		<u>\$2,480.56</u>

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW09041	122554	02/24/2011	1,530.00	1,443.04	61.61%	1,831.69
			1,530.00	1,443.04		\$1,831.69
V96500302	356000158BV	02/01/2011	447.00	0.00	61.61%	275.40
		03/07/2011	2,980.00	0.00	61.61%	1,835.98
		06/10/2011	979.00	0.00	61.61%	603.16
			4,406.00	0.00		\$2,714.54
Total Fiscal Year 2011 Other Direct Costs:			676,955.21	90,646.11		\$472,919.14
Total Fiscal Year 2011:			852,513.91			\$525,233.81

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BARTMAN, FRED	2012	02	652.54	56.41%	368.10
		03	652.54	56.41%	368.10
		05	290.00	56.41%	163.59
		09	72.66	56.41%	40.99
		12	169.30	56.41%	95.50
		14	368.86	56.41%	208.07
		15	221.32	56.41%	124.85
		19	431.12	56.41%	243.19
		21	169.69	56.41%	95.72
			3,028.03		\$1,708.11
BEDNARZ, MICHAEL	2012	11	16.17	56.41%	9.12

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BEDNARZ, MICHAEL	2012	20	16.17	56.41%	9.12
			32.34		\$18.24
BOHLEN, CAROLYN	2012	26	42.21	56.41%	23.81
		27	20.95	56.41%	11.82
			63.16		\$35.63
CHAPMAN, JAMES	2012	02	290.71	56.41%	163.99
			290.71		\$163.99
CO, GRACE	2012	01	154.88	56.41%	87.37
		02	102.81	56.41%	58.00
		03	51.40	56.41%	28.99
		04	102.81	56.41%	58.00
		05	308.44	56.41%	173.99
		06	211.66	56.41%	119.40
		07	26.45	56.41%	14.92
		08	265.30	56.41%	149.66
		09	132.64	56.41%	74.82
		11	26.57	56.41%	14.99
		12	265.71	56.41%	149.89
		13	159.43	56.41%	89.93
		14	159.43	56.41%	89.93
		15	371.99	56.41%	209.84
		16	106.30	56.41%	59.96
		21	106.31	56.41%	59.97
		22	53.14	56.41%	29.98
		25	26.57	56.41%	14.99
		26	425.13	56.41%	239.82

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CO, GRACE	2012	27	130.89	56.41%	73.84
			3,187.86		\$1,798.29
DABABNEH, FOUAD	2012	01	62.78	56.41%	35.41
		03	62.87	56.41%	35.46
		25	63.21	56.41%	35.66
		26	695.29	56.41%	392.21
		27	568.88	56.41%	320.91
			1,453.03		\$819.65
EMMANOUIL, STAVROS	2012	12	517.41	56.41%	291.87
		13	159.21	56.41%	89.81
		14	358.21	56.41%	202.07
		15	238.81	56.41%	134.71
		16	79.61	56.41%	44.91
		17	386.92	56.41%	218.26
		18	79.60	56.41%	44.90
		20	318.42	56.41%	179.62
		21	159.21	56.41%	89.81
		22	159.21	56.41%	89.81
		23	240.96	56.41%	135.93
		24	437.81	56.41%	246.97
		26	79.61	56.41%	44.91
		27	79.60	56.41%	44.90
			3,294.59		\$1,858.48
FUSINSKI, KEITH	2012	09	114.42	56.41%	64.54
		20	114.42	56.41%	64.54
		21	228.87	56.41%	129.11
		24	1,029.85	56.41%	580.94
		25	228.87	56.41%	129.11

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
FUSINSKI, KEITH	2012	27	57.22	56.41%	32.28
			1,773.65		\$1,000.52
HERRING, MARGARET	2012	08	64.82	56.41%	36.56
			64.82		\$36.56
JONES, TERESA	2012	16	15.49	56.41%	8.74
			15.49		\$8.74
KRAUSE, PATRICIA	2012	12	212.50	56.41%	119.87
		19	106.26	56.41%	59.94
		26	850.01	56.41%	479.49
		27	319.13	56.41%	180.02
			1,487.90		\$839.32
KRUEGER, THOMAS	2012	02	46.08	56.41%	25.99
		06	93.17	56.41%	52.56
		08	24.40	56.41%	13.76
		14	48.81	56.41%	27.53
		15	73.21	56.41%	41.30
		16	24.41	56.41%	13.77
		18	48.81	56.41%	27.53
		21	244.03	56.41%	137.66
		22	146.43	56.41%	82.60
		25	24.41	56.41%	13.77
		26	143.26	56.41%	80.81
			917.02		\$517.28
LAYNE, WARREN	2012	13	495.03	56.41%	279.25
		14	2,386.81	56.41%	1,346.40

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
LAYNE, WARREN	2012	15	495.04	56.41%	279.25
			3,376.88		\$1,904.90
MARKS, THOMAS	2012	16	38.43	56.41%	21.68
		26	96.05	56.41%	54.18
			134.48		\$75.86
PETERSON, STEVEN	2012	02	67.37	56.41%	38.00
		05	33.68	56.41%	19.00
		06	33.68	56.41%	19.00
		07	33.68	56.41%	19.00
		11	34.66	56.41%	19.55
		26	86.63	56.41%	48.87
			289.70		\$163.42
PHAM, HOWARD	2012	07	413.65	56.41%	233.34
		08	344.80	56.41%	194.50
		09	275.83	56.41%	155.60
		10	758.55	56.41%	427.90
		14	1,034.39	56.41%	583.50
		16	275.83	56.41%	155.60
			3,103.05		\$1,750.44
QUADRI, SYED	2012	02	1,236.72	56.41%	697.63
		04	527.43	56.41%	297.52
		05	763.85	56.41%	430.89
		06	1,493.70	56.41%	842.60
		07	1,054.84	56.41%	595.04
		08	765.22	56.41%	431.66
		09	783.45	56.41%	441.94
		10	692.34	56.41%	390.55

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
QUADRI, SYED	2012	11	336.55	56.41%	189.85
		18	987.16	56.41%	556.86
		19	1,286.84	56.41%	725.91
		20	1,057.67	56.41%	596.63
		21	1,075.31	56.41%	606.58
		22	1,516.01	56.41%	855.18
		23	869.63	56.41%	490.56
		24	1,184.24	56.41%	668.03
		25	1,060.52	56.41%	598.24
		26	1,414.05	56.41%	797.67
		27	460.92	56.41%	260.00
			<u>18,566.45</u>		<u>\$10,473.34</u>
SEWELL, JASON	2012	24	227.96	56.41%	128.59
		26	140.71	56.41%	79.37
			<u>368.67</u>		<u>\$207.96</u>
TANAKA, JOAN	2012	10	21.70	56.41%	12.24
			<u>21.70</u>		<u>\$12.24</u>
TANG, CHI	2012	03	148.30	56.41%	83.66
			<u>148.30</u>		<u>\$83.66</u>
THOMPSON, W OWEN	2012	12	3,175.06	56.41%	1,791.05
		13	2,346.78	56.41%	1,323.82
		14	3,589.18	56.41%	2,024.66
		15	1,380.46	56.41%	778.72
		16	690.23	56.41%	389.36
		17	759.24	56.41%	428.29

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMPSON, W OWEN	2012	18	207.06	56.41%	116.80
			12,148.01		\$6,852.70
VIJ, PARVEEN	2012	14	132.93	56.41%	74.99
		23	99.69	56.41%	56.24
			232.62		\$131.23
VLCEK, LANCE	2012	02	62.59	56.41%	35.31
			62.59		\$35.31
Total Fiscal Year 2012 Payroll Direct Costs:			54,061.05		\$30,495.87

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
FUSINSKI, KEITH	0SQNH5	09/06/2012	791.46	56.41%	446.46
			791.46		\$446.46
Total Fiscal Year 2012 Travel Direct Costs:			791.46		\$446.46

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPS50602	B062	11/14/2011	53,696.93	0.00	56.41%	30,290.44
	B063	12/14/2011	22,394.10	0.00	56.41%	12,632.51
			105,886.07	0.00	56.41%	59,730.33
	B064	01/10/2012	78,556.53	0.00	56.41%	44,313.74
	A060-R	01/13/2012	5,206.03	0.00	56.41%	2,936.72

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50602	A059-R	01/19/2012	86,970.22	0.00	56.41%	49,059.90
	B065	02/14/2012	36,196.34	0.00	56.41%	20,418.36
	B066	03/30/2012	32,330.48	0.00	56.41%	18,237.62
	B067	04/11/2012	18,627.94	0.00	56.41%	10,508.02
			11,603.62	0.00	56.41%	6,545.60
	B068	05/18/2012	15,366.22	0.00	56.41%	8,668.08
	B069	06/14/2012	11,026.93	0.00	56.41%	6,220.29
	B070	07/12/2012	56,737.53	0.00	56.41%	32,005.64
	B071	08/14/2012	22,313.37	0.00	56.41%	12,586.97
	B072	09/26/2012	13,183.29	0.00	56.41%	7,436.69
			570,095.60	0.00		\$321,590.91
EPW06031	3037.319-68	12/06/2011	4,535.07	4,274.27	56.41%	4,969.35
	3037.313-68	12/06/2011	2,167.38	2,042.74	56.41%	2,374.93
	3037.319-69	01/06/2012	146.32	137.91	56.41%	160.33
	3037.313-69	01/06/2012	1,426.99	1,344.93	56.41%	1,563.64
	3037.316-70	02/08/2012	2,313.43	2,180.39	56.41%	2,534.96
	3037.313-71	03/07/2012	50.65	47.74	56.41%	55.50
	3037.316-71	03/07/2012	872.41	822.24	56.41%	955.95
	3037.319-71	03/07/2012	612.44	577.22	56.41%	671.09
			1,699.81	1,602.06	56.41%	1,862.58
	3037.319-72	04/05/2012	1,115.69	1,051.53	56.41%	1,222.53
	3037.319-73	05/10/2012	3,735.60	3,520.78	56.41%	4,093.32
	3037.316-73	05/10/2012	1,223.54	1,153.18	56.41%	1,340.71
	3037.319-74	06/07/2012	901.83	849.97	56.41%	988.19
			20,801.16	19,604.96		\$22,793.08
EPW06046	C04791.2-0006	12/29/2011	253.05	330.40	56.41%	329.12
	C04791.2-0005	01/06/2012	26.24	34.26	56.41%	34.13
	C04791.2-0007	02/06/2012	261.07	340.87	56.41%	339.55
	4791.2-0008	03/02/2012	101.77	132.88	56.41%	132.37
	4791.2-0009	04/17/2012	280.28	365.95	56.41%	364.54
	RAFY11-0043	04/27/2012	15.79	20.62	56.41%	20.54

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06046	4791.2-0010	05/07/2012	20.42	26.66	56.41%	26.56
	911RAFY1044	05/25/2012	65.53	85.56	56.41%	85.23
	912RAFY1211	05/29/2012	72.21	94.28	56.41%	93.92
	4791.3-0003	09/24/2012	135.57	141.61	56.41%	156.36
			1,231.93	1,573.09		\$1,582.32
EPW10011	18	11/21/2011	213.93	189.89	56.41%	227.79
	19	12/12/2011	3,336.08	2,604.82	56.41%	3,351.26
	20	01/11/2012	722.66	564.26	56.41%	725.95
	21	02/10/2012	3,655.28	2,854.06	56.41%	3,671.92
	22	03/19/2012	1,078.93	673.95	56.41%	988.80
	23	04/05/2012	107.04	83.58	56.41%	107.53
			9,113.92	6,970.56		\$9,073.25
EPW11024	INV-0000365071	12/15/2011	290.01	0.00	56.41%	163.59
	373982	02/17/2012	172.22	0.00	56.41%	97.15
	413067	08/10/2012	30.24	0.00	56.41%	17.06
			492.47	0.00		\$277.80
EPW11031	2011457	12/16/2011	1,896.00	2,475.56	56.41%	2,466.00
	2011458	12/16/2011	1,817.00	2,372.41	56.41%	2,363.25
			3,713.00	4,847.97		\$4,829.25
EPW11033	M9011670	01/26/2012	1,980.00	2,585.24	56.41%	2,575.25
	M9011683	02/13/2012	1,980.00	2,585.24	56.41%	2,575.25
	M9011693	02/21/2012	2,610.00	3,407.81	56.41%	3,394.65
			6,570.00	8,578.29		\$8,545.15
EPW11037	66228	04/12/2012	2,090.00	2,728.86	56.41%	2,718.32

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW11037	66229	04/12/2012	2,375.00	3,100.98	56.41%	3,089.00
			4,465.00	5,829.84		\$5,807.32
V00E00779	356000158B	10/06/2011	1,232.00	0.00	56.41%	694.97
		02/10/2012	532.00	0.00	56.41%	300.10
		05/18/2012	842.00	0.00	56.41%	474.97
		07/11/2012	94.00	0.00	56.41%	53.03
			2,700.00	0.00		\$1,523.07
V00E00994	356000158B	08/23/2012	176.00	0.00	56.41%	99.28
			176.00	0.00		\$99.28
V96500302	356000158B	11/23/2011	4,354.00	0.00	56.41%	2,456.09
			4,354.00	0.00		\$2,456.09
Total Fiscal Year 2012 Other Direct Costs:			623,713.08	47,404.71		\$378,577.52
Total Fiscal Year 2012:			725,970.30			\$409,519.85

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BOHLEN, CAROLYN	2013	04	40.26	57.47%	23.14
		08	63.35	57.47%	36.41
		10	43.65	57.47%	25.09
		13	42.33	57.47%	24.33
		16	41.64	57.47%	23.93
		19	104.10	57.47%	59.83
		23	21.16	57.47%	12.16

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BOHLEN, CAROLYN	2013	26	41.73	57.47%	23.98
			398.22		\$228.87
CO, GRACE	2013	01	162.14	57.47%	93.18
		02	132.86	57.47%	76.35
		03	318.86	57.47%	183.25
		04	106.30	57.47%	61.09
			1,036.26	57.47%	595.54
		05	53.14	57.47%	30.54
			26.57	57.47%	15.27
		07	425.13	57.47%	244.32
		08	53.14	57.47%	30.54
		09	164.47	57.47%	94.52
		10	109.65	57.47%	63.02
		12	301.50	57.47%	173.27
			54.81	57.47%	31.50
		13	493.37	57.47%	283.54
		14	548.21	57.47%	315.06
		15	219.28	57.47%	126.02
		16	161.47	57.47%	92.80
		17	80.73	57.47%	46.40
		18	80.72	57.47%	46.39
		19	107.62	57.47%	61.85
		20	109.66	57.47%	63.02
		21	26.91	57.47%	15.47
		23	625.38	57.47%	359.41
		24	54.83	57.47%	31.51
		25	301.51	57.47%	173.28
		26	1,041.57	57.47%	598.59
		27	479.68	57.47%	275.67
			7,275.77		\$4,181.40
DABABNEH, FOUAD	2013	01	505.66	57.47%	290.60

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DABABNEH, FOUAD	2013	02	568.87	57.47%	326.93
		03	316.04	57.47%	181.63
		04	379.25	57.47%	217.95
		05	189.63	57.47%	108.98
		06	126.42	57.47%	72.65
		07	126.61	57.47%	72.76
		09	190.62	57.47%	109.55
		10	1,270.83	57.47%	730.35
		11	381.24	57.47%	219.10
		12	127.08	57.47%	73.03
		13	571.87	57.47%	328.65
			<u>4,754.12</u>		<u>\$2,732.18</u>
ELEDER, BONNIE	2013	11	42.30	57.47%	24.31
		12	126.90	57.47%	72.93
		14	42.30	57.47%	24.31
		15	42.30	57.47%	24.31
		17	124.46	57.47%	71.53
		19	169.19	57.47%	97.23
		20	105.75	57.47%	60.77
			<u>653.20</u>		<u>\$375.39</u>
EMMANOUIL, STAVROS	2013	02	79.60	57.47%	45.75
			<u>79.60</u>		<u>\$45.75</u>
FREY, REBECCA	2013	10	180.91	57.47%	103.97
			<u>180.91</u>		<u>\$103.97</u>
FUSINSKI, KEITH	2013	02	1,115.67	57.47%	641.18
		06	343.28	57.47%	197.28
		08	234.59	57.47%	134.82

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
FUSINSKI, KEITH	2013	09	587.37	57.47%	337.56
		12	1,015.25	57.47%	583.46
		16	439.95	57.47%	252.84
		17	1,994.51	57.47%	1,146.24
			<u>5,730.62</u>		<u>\$3,293.38</u>
KEATING, DEBRA	2013	03	32.18	57.47%	18.49
			<u>32.18</u>		<u>\$18.49</u>
KRAUSE, PATRICIA	2013	02	2,178.12	57.47%	1,251.77
		10	113.31	57.47%	65.12
		15	56.66	57.47%	32.56
		21	281.15	57.47%	161.58
		22	538.19	57.47%	309.30
		23	339.91	57.47%	195.35
			<u>3,507.34</u>		<u>\$2,015.68</u>
KRUEGER, THOMAS	2013	01	193.21	57.47%	111.04
		02	233.24	57.47%	134.04
		03	419.82	57.47%	241.27
		04	69.97	57.47%	40.21
		05	46.65	57.47%	26.81
		07	47.66	57.47%	27.39
		08	439.23	57.47%	252.43
		09	611.13	57.47%	351.22
		10	464.46	57.47%	266.93
		11	24.46	57.47%	14.06
		12	24.43	57.47%	14.04
		13	317.80	57.47%	182.64
		14	611.13	57.47%	351.22
		15	97.76	57.47%	56.18
		16	122.21	57.47%	70.23

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KRUEGER, THOMAS	2013	18	24.00	57.47%	13.79
		19	708.91	57.47%	407.41
		20	48.89	57.47%	28.10
		21	287.86	57.47%	165.43
		22	855.58	57.47%	491.70
		23	1,002.25	57.47%	575.99
		24	440.01	57.47%	252.87
		25	408.77	57.47%	234.92
		26	513.35	57.47%	295.02
		27	360.49	57.47%	207.17
			<u>8,373.27</u>		<u>\$4,812.11</u>
MCANANEY, SHEILA	2013	03	77.74	57.47%	44.68
			<u>77.74</u>		<u>\$44.68</u>
OSTRODKA, STEPHEN	2013	08	461.05	57.47%	264.97
		09	384.85	57.47%	221.17
		10	153.93	57.47%	88.46
		11	76.97	57.47%	44.23
		18	38.21	57.47%	21.96
			<u>1,115.01</u>		<u>\$640.79</u>
QUADRI, SYED	2013	01	475.88	57.47%	273.49
		02	2,191.75	57.47%	1,259.60
		03	813.06	57.47%	467.27
		04	1,237.27	57.47%	711.06
		05	441.88	57.47%	253.95
		06	972.16	57.47%	558.70
		07	1,113.55	57.47%	639.96
		08	1,131.24	57.47%	650.12
		09	1,841.66	57.47%	1,058.40
		10	2,371.58	57.47%	1,362.95

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
QUADRI, SYED	2013	11	1,328.12	57.47%	763.27
		12	1,257.29	57.47%	722.56
		13	1,080.21	57.47%	620.80
		14	1,310.41	57.47%	753.09
		15	1,106.12	57.47%	635.69
		16	1,168.73	57.47%	671.67
		17	1,434.37	57.47%	824.33
		18	1,398.09	57.47%	803.48
		19	929.27	57.47%	534.05
		20	1,629.16	57.47%	936.28
		21	952.35	57.47%	547.32
		22	1,429.14	57.47%	821.33
		23	1,126.61	57.47%	647.46
		25	860.84	57.47%	494.72
		26	1,115.62	57.47%	641.15
		27	513.54	57.47%	295.13
			31,229.90		\$17,947.83
SAMUEL, JANET	2013	23	14.31	57.47%	8.22
			14.31		\$8.22
SEWELL, JASON	2013	01	341.97	57.47%	196.53
		02	565.31	57.47%	324.88
		03	1,501.97	57.47%	863.18
		04	142.47	57.47%	81.88
		05	370.42	57.47%	212.88
		06	203.44	57.47%	116.92
		07	378.10	57.47%	217.29
		08	137.89	57.47%	79.25
		09	68.18	57.47%	39.18
		10	34.48	57.47%	19.82

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SEWELL, JASON	2013	11	34.48	57.47%	19.82
			3,778.71		\$2,171.63
TANAKA, JOAN	2013	10	178.98	57.47%	102.86
		18	86.58	57.47%	49.76
			265.56		\$152.62
VIJ, PARVEEN	2013	17	133.02	57.47%	76.45
			133.02		\$76.45
VLCEK, LANCE	2013	09	322.01	57.47%	185.06
		10	708.43	57.47%	407.13
		12	515.23	57.47%	296.10
		13	386.42	57.47%	222.08
		14	128.81	57.47%	74.03
		15	64.40	57.47%	37.01
		16	63.94	57.47%	36.75
		18	191.84	57.47%	110.25
		25	192.70	57.47%	110.74
		26	128.81	57.47%	74.03
		27	193.22	57.47%	111.04
			2,895.81		\$1,664.22
WOODFORK, RUTH	2013	01	109.50	57.47%	62.93
			109.50		\$62.93
Total Fiscal Year 2013 Payroll Direct Costs:			70,604.79		\$40,576.59

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
FUSINSKI, KEITH	0SWO5H	11/07/2012	324.70	57.47%	186.61
			324.70		\$186.61
KRAUSE, PATRICIA	0SYJ49	11/13/2012	173.54	57.47%	99.73
			173.54		\$99.73
QUADRI, SYED	0SPJHP	03/22/2013	114.93	57.47%	66.05
			15.00	57.47%	8.62
	0T8D7I	04/05/2013	204.41	57.47%	117.47
			113.44	57.47%	65.19
			447.78		\$257.33
SEWELL, JASON	0SZDI0	11/20/2012	464.72	57.47%	267.07
			464.72		\$267.07
Total Fiscal Year 2013 Travel Direct Costs:			1,410.74		\$810.74

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPS50602	B073	10/02/2012	71,486.82	0.00	57.47%	41,083.48
	B074	11/07/2012	51,251.13	0.00	57.47%	29,454.02
			2,874.04	0.00	57.47%	1,651.71
	B075	12/03/2012	258.81	0.00	57.47%	148.74
			45,082.73	0.00	57.47%	25,909.04
	B076	12/20/2012	872.42	0.00	57.47%	501.38
			48,683.42	0.00	57.47%	27,978.36
	B077	01/31/2013	112,693.92	0.00	57.47%	64,765.20
	B078	02/27/2013	51,458.66	0.00	57.47%	29,573.29

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50602	B079	03/29/2013	29,146.31	0.00	57.47%	16,750.38
	B080	05/01/2013	55,173.09	0.00	57.47%	31,707.97
	B081	05/23/2013	33,911.25	0.00	57.47%	19,488.80
	B082	06/26/2013	3,821.25	0.00	57.47%	2,196.07
	B083	08/08/2013	7,230.99	0.00	57.47%	4,155.65
	B084	08/28/2013	4,691.45	0.00	57.47%	2,696.18
	B085	09/26/2013	51.40	0.00	57.47%	29.54
			5,524.96	0.00	57.47%	3,175.19
			524,212.65	0.00		\$301,265.00
EPS50604	1-A72	11/09/2012	1,221.09	74.91	57.47%	744.81
	1-A73	12/11/2012	6,218.44	381.48	57.47%	3,792.97
	1-A74	01/14/2013	226.09	13.87	57.47%	137.91
			1,178.12	72.27	57.47%	718.60
			6,636.97	407.16	57.47%	4,048.26
	1-A75	02/12/2013	7,088.94	434.89	57.47%	4,323.95
	1-A76	03/15/2013	616.91	37.85	57.47%	376.29
	1-A77	04/10/2013	208.49	12.79	57.47%	127.17
	1-A78	05/06/2013	381.40	23.40	57.47%	232.64
			23,776.45	1,458.62		\$14,502.60
EPW06031	3037.416-79	10/26/2012	1,053.88	993.27	57.47%	1,176.50
	3037.416-80	11/20/2012	870.01	819.98	57.47%	971.24
	3037.416-81	12/24/2012	833.98	786.02	57.47%	931.01
			2,757.87	2,599.27		\$3,078.75
EPW06046	4791.3-0004	10/22/2012	97.19	101.52	57.47%	114.20
	4791.3-0006	12/19/2012	24.32	25.40	57.47%	28.57
			121.51	126.92		\$142.77
EPW10011	31	10/30/2012	3,161.58	2,468.57	57.47%	3,235.65

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	32	11/29/2012	16,899.07	10,555.89	57.47%	15,778.37
	33	01/08/2013	7,258.08	4,533.71	57.47%	6,776.74
	34	02/01/2013	703.70	439.56	57.47%	657.03
	35	03/15/2013	393.93	246.07	57.47%	367.81
	37	05/03/2013	4,960.62	3,098.62	57.47%	4,631.65
	39	05/30/2013	256.45	160.19	57.47%	239.44
	40	07/08/2013	1,817.52	1,135.30	57.47%	1,696.99
	41	07/31/2013	4,791.97	2,993.27	57.47%	4,474.18
	42	09/04/2013	399.85	249.76	57.47%	373.33
			40,642.77	25,880.94		\$38,231.19
EPW11024	1	12/07/2012	46.10	0.00	57.47%	26.49
	2	12/28/2012	21.02	0.00	57.47%	12.08
	4	03/20/2013	178.31	0.00	57.47%	102.47
	7	06/12/2013	56.45	0.00	57.47%	32.44
			301.88	0.00		\$173.48
EPW11033	M9014107	11/15/2012	2,203.20	2,301.33	57.47%	2,588.75
	M9014098	11/15/2012	2,662.20	2,780.77	57.47%	3,128.07
	M9014134	11/21/2012	1,009.80	1,054.78	57.47%	1,186.51
			5,875.20	6,136.88		\$6,903.33
V00E00994	356000158B	10/25/2012	2,272.00	0.00	57.47%	1,305.72
		01/31/2013	3,295.00	0.00	57.47%	1,893.64
		04/30/2013	4,895.00	0.00	57.47%	2,813.16
		07/24/2013	520.00	0.00	57.47%	298.84
			10,982.00	0.00		\$6,311.36

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V01E00994	356000158B	08/22/2013	3,490.00	0.00	57.47%	2,005.70
			3,490.00	0.00		\$2,005.70

Total Fiscal Year 2013 Other Direct Costs:	612,160.33	36,202.63	\$372,614.18
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Total Fiscal Year 2013:	720,378.49	\$414,001.51
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALLEN, CHERYL	2014	16	986.79	57.47%	567.11
			986.79		\$567.11
BISHLAWI, RANDA	2014	25	232.07	57.47%	133.37
			232.07		\$133.37
BROWN, JAIME	2014	20	211.57	57.47%	121.59
			211.57		\$121.59
CO, GRACE	2014	03	877.12	57.47%	504.08
		04	904.53	57.47%	519.83
		05	822.30	57.47%	472.58
		06	1,154.49	57.47%	663.49
		07	277.96	57.47%	159.74
		08	563.16	57.47%	323.65
		09	641.55	57.47%	368.70
		10	1,078.99	57.47%	620.10
		11	816.53	57.47%	469.26
		12	641.55	57.47%	368.70

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CO, GRACE	2014	13	1,837.19	57.47%	1,055.83
		14	2,099.63	57.47%	1,206.66
		15	376.77	57.47%	216.53
		16	583.23	57.47%	335.18
		17	174.98	57.47%	100.56
		20	58.33	57.47%	33.52
		21	29.16	57.47%	16.76
			<u>12,937.47</u>		<u>\$7,435.17</u>
DICOSMO, NEFERTITI	2014	25	241.06	57.47%	138.54
			<u>241.06</u>		<u>\$138.54</u>
FONSECA, SILVINA	2014	03	678.32	57.47%	389.83
		04	150.74	57.47%	86.63
			<u>829.06</u>		<u>\$476.46</u>
FUSINSKI, KEITH	2014	16	687.37	57.47%	395.03
		19	687.38	57.47%	395.04
			<u>1,374.75</u>		<u>\$790.07</u>
HERRING, MARGARET	2014	05	583.14	57.47%	335.13
			<u>583.14</u>		<u>\$335.13</u>
JONES, TERESA	2014	16	1,529.66	57.47%	879.10
			<u>1,529.66</u>		<u>\$879.10</u>
KRAUSE, PATRICIA	2014	12	775.26	57.47%	445.54
		13	229.70	57.47%	132.01

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KRAUSE, PATRICIA	2014	14	321.05	57.47%	184.51
			1,326.01		\$762.06
KRUEGER, THOMAS	2014	02	46.67	57.47%	26.82
		03	280.02	57.47%	160.93
		04	46.67	57.47%	26.82
		05	116.67	57.47%	67.05
		06	186.67	57.47%	107.28
		07	244.42	57.47%	140.47
		08	97.77	57.47%	56.19
		09	24.72	57.47%	14.21
		10	98.87	57.47%	56.82
		11	24.72	57.47%	14.21
		12	271.90	57.47%	156.26
		13	669.64	57.47%	384.84
		14	593.24	57.47%	340.94
		15	790.98	57.47%	454.58
		16	889.85	57.47%	511.40
		17	49.44	57.47%	28.41
		18	24.72	57.47%	14.21
		19	24.72	57.47%	14.21
		20	125.31	57.47%	72.02
		21	99.02	57.47%	56.91
		22	891.20	57.47%	512.17
		23	420.85	57.47%	241.86
		24	445.60	57.47%	256.09
		25	123.78	57.47%	71.14
		26	569.37	57.47%	327.22
			7,156.82		\$4,113.06

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KYTE, LAWRENCE	2014	26	65.37	57.47%	37.57
			65.37		\$37.57
LAUSCH, ROBERT	2014	07	247.84	57.47%	142.43
		08	619.61	57.47%	356.09
		09	107.42	57.47%	61.73
		10	179.03	57.47%	102.89
		11	304.35	57.47%	174.91
		12	734.00	57.47%	421.83
		13	800.14	57.47%	459.84
		14	340.15	57.47%	195.48
			3,332.54		\$1,915.20
MARKS, THOMAS	2014	13	38.93	57.47%	22.37
		14	77.85	57.47%	44.74
		16	19.47	57.47%	11.19
			136.25		\$78.30
MCANANEY, SHEILA	2014	13	47.80	57.47%	27.47
			47.80		\$27.47
OSTRODKA, STEPHEN	2014	08	76.97	57.47%	44.23
			76.97		\$44.23
QUADRI, SYED	2014	02	212.51	57.47%	122.13
		03	1,062.49	57.47%	610.61
		04	1,469.78	57.47%	844.68
		05	531.25	57.47%	305.31
		06	672.90	57.47%	386.72
		07	1,965.61	57.47%	1,129.64

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
QUADRI, SYED	2014	08	1,664.58	57.47%	956.63
		09	698.47	57.47%	401.41
		10	2,113.33	57.47%	1,214.53
		11	1,253.67	57.47%	720.48
		12	1,396.95	57.47%	802.83
		13	1,547.88	57.47%	889.57
		14	1,052.17	57.47%	604.68
		15	2,528.90	57.47%	1,453.36
		16	3,378.03	57.47%	1,941.35
		17	221.52	57.47%	127.31
		18	1,495.19	57.47%	859.29
		19	1,827.46	57.47%	1,050.24
		20	1,123.33	57.47%	645.58
		21	590.70	57.47%	339.48
		22	609.16	57.47%	350.08
		24	1,698.24	57.47%	975.98
		25	1,365.97	57.47%	785.02
		26	2,196.64	57.47%	1,262.41
			<u>32,676.73</u>		<u>\$18,779.32</u>
TANAKA, JOAN	2014	08	134.24	57.47%	77.15
		09	90.49	57.47%	52.00
		11	45.26	57.47%	26.01
		13	113.12	57.47%	65.01
		14	45.26	57.47%	26.01
			814.44	57.47%	468.06
		15	180.99	57.47%	104.01
		16	22.61	57.47%	12.99
			22.61	57.47%	12.99
		19	232.52	57.47%	133.63
		20	428.84	57.47%	246.45
		22	23.24	57.47%	13.36
		25	418.52	57.47%	240.52

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
TANAKA, JOAN	2014	26	604.52	57.47%	347.42
			3,176.66		\$1,825.61
VLCEK, LANCE	2014	05	128.81	57.47%	74.03
		06	128.81	57.47%	74.03
		10	65.15	57.47%	37.44
		11	130.29	57.47%	74.88
		12	65.15	57.47%	37.44
		13	130.29	57.47%	74.88
			648.50		\$372.70
Total Fiscal Year 2014 Payroll Direct Costs:			67,569.22		\$38,832.06

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
FUSINSKI, KEITH	0TY6H3	05/08/2014	623.42	57.47%	358.29
			623.42		\$358.29
JONES, TERESA	0TZKGX	05/27/2014	117.08	57.47%	67.29
			69.00	57.47%	39.65
			186.08		\$106.94
QUADRI, SYED	0TZL3O	09/04/2014	301.57	57.47%	173.31
			301.57		\$173.31
Total Fiscal Year 2014 Travel Direct Costs:			1,111.07		\$638.54

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS50602	B086	11/08/2013	114,164.33	0.00	57.47%	65,610.24
			89,615.88	0.00	57.47%	51,502.25
	B087	11/25/2013	1,834.82	0.00	57.47%	1,054.47
	B088	01/06/2014	1,504.26	0.00	57.47%	864.50
	B089	01/27/2014	1,811.79	0.00	57.47%	1,041.24
	B090	02/26/2014	2,252.81	0.00	57.47%	1,294.69
	B091	04/02/2014	6,132.07	0.00	57.47%	3,524.10
	B092	05/01/2014	1,563.48	0.00	57.47%	898.53
			4,540.00	0.00	57.47%	2,609.14
	B093	06/02/2014	2,304.63	0.00	57.47%	1,324.47
			7,686.71	0.00	57.47%	4,417.55
	A063	06/09/2014	35,862.00	0.00	57.47%	20,609.89
	B094	06/25/2014	1,802.67	0.00	57.47%	1,035.99
			3,425.44	0.00	57.47%	1,968.60
	B094Z2A	06/30/2014	28,431.00	0.00	57.47%	16,339.30
			24.00	0.00	57.47%	13.79
	B095	08/04/2014	132.69	0.00	57.47%	76.26
			2,039.66	0.00	57.47%	1,172.19
	B096	09/02/2014	71.77	0.00	57.47%	41.25
	B097	09/25/2014	64.96	0.00	57.47%	37.33
			1,463.55	0.00	57.47%	841.10
			306,728.52	0.00		\$176,276.88
EPS50604	1-A87Z	02/20/2014	-11.99	-0.74	57.47%	-7.32
			-14.78	-0.91	57.47%	-9.02
			-26.77	-1.65		\$-16.34
EPW10011	43	10/22/2013	2,728.52	1,704.35	57.47%	2,547.57
	44	11/19/2013	1,995.54	1,246.50	57.47%	1,863.20
			1,954.52	1,220.88	57.47%	1,824.90
	45R	12/11/2013	1,794.54	1,120.95	57.47%	1,675.53
	46	01/02/2014	1,441.31	900.30	57.47%	1,345.72
	47	02/10/2014	120.11	75.03	57.47%	112.15

Reconciliation Pending

EPA Indirect Costs

LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB

Cumulative Site Expenditures Through 09/30/2014

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	48	03/13/2014	60.06	37.52	57.47%	56.08
	49	03/31/2014	36.03	22.51	57.47%	33.64
	50	05/02/2014	449.42	280.73	57.47%	419.62
	51	05/16/2014	1,995.39	1,246.41	57.47%	1,863.06
	52	07/01/2014	1,068.97	667.72	57.47%	998.08
	53	07/03/2014	1,321.32	825.35	57.47%	1,233.69
			14,965.73	9,348.25		\$13,973.24
EPW11024	14	12/12/2013	309.68	0.00	57.47%	177.97
	15	01/15/2014	136.27	0.00	57.47%	78.31
	16	02/26/2014	225.80	0.00	57.47%	129.77
	17	03/24/2014	47.97	0.00	57.47%	27.57
	19	04/29/2014	116.96	0.00	57.47%	67.22
	20	06/04/2014	179.07	0.00	57.47%	102.91
	22	08/14/2014	177.00	0.00	57.47%	101.72
	24	09/29/2014	118.70	0.00	57.47%	68.22
			1,311.45	0.00		\$753.69
V01E00994	356000158B	10/30/2013	2,804.00	0.00	57.47%	1,611.46
		02/06/2014	1,536.00	0.00	57.47%	882.74
		04/22/2014	1,779.00	0.00	57.47%	1,022.39
		07/22/2014	3,505.00	0.00	57.47%	2,014.32
			9,624.00	0.00		\$5,530.91
Total Fiscal Year 2014 Other Direct Costs:			332,602.93	9,346.60		\$196,518.38
Total Fiscal Year 2014:			410,629.82			\$235,988.98
Total EPA Indirect Costs						\$2,124,153.22

Reconciliation Pending
Collections/Adjustments Report
LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB
Cumulative Site Expenditures Through 09/30/2014

Accounts Receivable Number	Accounts Receivable Line #	Accounts Receivable Amount	Collections Schedule Number	Collected Amount	Date	Payer
05984T005	001	\$19,670.00	52005123A	4,917.48	01/12/1995	WALERKO TOOL & ENGINEERING
			52005336A	2,458.74	07/11/1995	WALERKO TOOL & ENGINEERING
			62005079A	2,458.74	01/31/1996	WALERKO TOOL & ENGINEERING
			62005308A	2,458.74	07/18/1996	WALERKO TOOL & ENGINEERING
			72005109B	2,458.74	01/24/1997	WALERKO TOOL & ENGINEERING
			72005337B	2,458.74	07/11/1997	WALERKO TOOL & ENGINEERING
			82005115A	2,458.82	01/26/1998	WALERKO TOOL & ENGINEERING
	002	\$387.24	52005123A	193.62	01/12/1995	WALERKO TOOL & ENGINEERING
			72005337B	193.62	07/11/1997	WALERKO TOOL & ENGINEERING
	005	\$387.24	52005123A	193.62	01/12/1995	WALERKO TOOL & ENGINEERING
			52005336A	193.62	07/11/1995	WALERKO TOOL & ENGINEERING
	006	\$96.81	62005079A	96.81	01/31/1996	WALERKO TOOL & ENGINEERING
	007	\$290.43	62005079A	96.81	01/31/1996	WALERKO TOOL & ENGINEERING
			62005308A	193.62	07/18/1996	WALERKO TOOL & ENGINEERING
05984T055	001	\$125,168.84	42005259A	16,337.15	07/19/1994	WALERKO TOOL & ENGINEERING
			42005316A	586.57	09/15/1994	WALERKO TOOL & ENGINEERING
			52005123A	14,247.60	01/12/1995	WALERKO TOOL & ENGINEERING
			52005336A	15,666.24	07/11/1995	WALERKO TOOL & ENGINEERING
			62005079A	15,666.24	01/31/1996	WALERKO TOOL & ENGINEERING
			62005308A	15,666.24	07/18/1996	WALERKO TOOL & ENGINEERING
			72005109A	15,666.24	01/09/1997	WALERKO TOOL & ENGINEERING
			72005337A	15,666.24	07/11/1997	WALERKO TOOL & ENGINEERING
			82005115A	15,666.32	01/26/1998	WALERKO TOOL & ENGINEERING
	004	\$2,628.60	42005259A	2,628.60	07/19/1994	WALERKO TOOL & ENGINEERING

Reconciliation Pending
Collections/Adjustments Report
LUSHER ST. GROUNDWATER, IN, IN SITE ID = 05 AB
Cumulative Site Expenditures Through 09/30/2014

<u>Accounts Receivable Number</u>	<u>Accounts Receivable Line #</u>	<u>Accounts Receivable Amount</u>	<u>Collections Schedule Number</u>	<u>Collected Amount</u>	<u>Date</u>	<u>Payer</u>
05984T055	005	\$1,233.72	52005336A	1,233.72	07/11/1995	WALERKO TOOL & ENGINEERING
	006	\$616.86	62005079A	616.86	01/31/1996	WALERKO TOOL & ENGINEERING
	008	\$1,850.58	62005079A	616.86	01/31/1996	WALERKO TOOL & ENGINEERING
			62005308A	1,233.72	07/18/1996	WALERKO TOOL & ENGINEERING
				<u>\$152,330.32</u>		

U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources, including workshops, training sessions, hotlines, websites and guides, to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

EPA's Small Business Websites

Small Business Environmental Homepage - www.smallbiz-enviroweb.org

Small Business Gateway - www.epa.gov/smallbusiness

EPA's Small Business Ombudsman - www.epa.gov/sbo or 1-800-368-5888

EPA's Compliance Assistance Homepage

[www.epa.gov/compliance/assistance/
business.html](http://www.epa.gov/compliance/assistance/business.html)

This page is a gateway to industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

EPA's Compliance Assistance Centers www.assistancecenters.net

EPA's Compliance Assistance Centers provide information targeted to industries with many small businesses. They were developed in partnership with industry, universities and other federal and state agencies.

Agriculture

www.epa.gov/agriculture/

Automotive Recycling

www.ecarcenter.org

Automotive Service and Repair

www.ccar-greenlink.org or 1-888-GRN-LINK

Chemical Manufacturing

www.chemalliance.org

Construction

www.cicacenter.org or 1-734-995-4911

Education

www.campuserc.org

Food Processing

www.fpeac.org

Healthcare

www.hercenter.org

Local Government

www.lgean.org

Metal Finishing

www.nmfrc.org

Paints and Coatings

www.paintcenter.org

Printed Wiring Board Manufacturing

www.pwbrc.org

Printing

www.pneac.org

Ports

www.portcompliance.org

U.S. Border Compliance and Import/Export Issues

www.bordercenter.org

Hotlines, Helplines and Clearinghouses

www.epa.gov/epahome/hotline.htm

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Some examples are:

Antimicrobial Information Hotline

info-antimicrobial@epa.gov or
1-703-308-6411

Clean Air Technology Center (CATC) Info-line

www.epa.gov/ttn/catc or 1-919-541-0800

Emergency Planning and Community Right-To-Know Act

[www.epa.gov/superfund/resources/
infocenter/epcra.htm](http://www.epa.gov/superfund/resources/infocenter/epcra.htm) or 1-800-424-9346

EPA Imported Vehicles and Engines Public Helpline

www.epa.gov/otaq/imports or
734-214-4100

National Pesticide Information Center

www.npic.orst.edu/ or 1-800-858-7378

National Response Center Hotline -

to report oil and hazardous substance spills
www.nrc.uscg.mil or 1-800-424-8802

Pollution Prevention Information Clearinghouse (PPIC)

www.epa.gov/opptintr/ppic or
1-202-566-0799

Safe Drinking Water Hotline

[www.epa.gov/safewater/hotline/index.
html](http://www.epa.gov/safewater/hotline/index.html) or 1-800-426-4791

Stratospheric Ozone Protection Hotline

www.epa.gov/ozone or 1-800-296-1996

Toxic Substances Control Act (TSCA) Hotline

tsc hotline@epa.gov or 1-202-554-1404

Wetlands Information Helpline

www.epa.gov/owow/wetlands/wetline.html or 1-800-832-7828

State and Tribal Web-Based Resources

State Resource Locators

www.envcap.org/statetools

The Locators provide state-specific contacts, regulations and resources covering the major environmental laws.

State Small Business Environmental Assistance Programs (SBEAPs)

www.smallbiz-enviroweb.org

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits. The website is a central point for sharing resources between EPA and states.

EPA's Tribal Compliance Assistance Center

www.epa.gov/tribalcompliance/index.html

The Center provides material to Tribes on environmental stewardship and regulations that might apply to tribal government operations.

EPA's Tribal Portal

www.epa.gov/tribalportal/

The Portal helps users locate tribal-related information within EPA and other federal agencies.

EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has two such policies that may apply to small businesses:

EPA's Small Business Compliance Policy

www.epa.gov/compliance/incentives/smallbusiness/index.html

This Policy offers small businesses special incentives to come into compliance voluntarily.

EPA's Audit Policy

www.epa.gov/compliance/incentives/auditing/auditpolicy.html

The Policy provides incentives to all businesses that voluntarily discover, promptly disclose and expeditiously correct their noncompliance.

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a SBREFA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247), or go to their website at www.sba.gov/ombudsman.

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.